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

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**FORM 8-K**

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**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 10, 2011**

**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)

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

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

**(d) *Appointment of New Director***

On July 12, 2011, Richard Nottenburg was elected to the board of directors (the “Board”) of Verint Systems Inc. (the “Company” or “Verint”). Dr. Nottenburg is a director of Comverse Technology, Inc. (“Comverse”). Comverse is our majority stockholder and, by virtue of its majority ownership stake, Comverse has the ability, acting alone, to remove existing directors and/or to elect new directors to our Board in order to fill vacancies. For more information about Comverse’s ownership of a majority of our common stock, its control of our Board, and a description of various agreements between Comverse and Verint, please see our definitive proxy statement filed with the Securities and Exchange Commission on May 17, 2011.

Dr. Nottenburg, age 57, has served as a member of Comverse’s board of directors since December 2006. From June 2008 until October 2010, Dr. Nottenburg served as President, Chief Executive Officer, and a director of Sonus Networks, Inc. From February 2004 until May 2008, Dr. Nottenburg served in various executive officer capacities with Motorola, Inc. Dr. Nottenburg also serves as a director Aeroflex Holding Corp., a global provider of radio frequency and microwave integrated circuits, components, and systems.

Dr. Nottenburg will become a party to an Indemnification Agreement with us on the same basis as our other directors, the terms of which are described in our Annual Report on Form 10-K for the year ended January 31, 2011 .

The information referred to in “Item 8.01 Other Events” below related to Dr. Nottenburg’s committee membership is incorporated by reference herein.

**(e) *Executive Officers’ Amended and Restated Employment Arrangements***

As a part of the previously-disclosed review by the Compensation Committee of the Board (the “Committee”) of the Company’s existing compensation arrangements with its executive officers, the Company or one of its wholly-owned subsidiaries entered into amended and restated employment arrangements or new employment arrangements with the following executive officers: Peter Fante, Elan Moriah, David Parcell, Douglas Robinson, and Meir Sperling.

The primary reason for the amended and restated or new agreements was to ensure that executive compensation packages were at market levels and contained market terms and conditions, as well as to bring certain provisions in the officer agreements into conformity with one another. Each of the new employment arrangements contains the following terms:

- Equity acceleration on a so-called “double trigger” basis for each of the foregoing executive officers;
- Claw back of previously granted cash incentive and equity awards under certain circumstances;
- Severance upon qualifying terminations; and
- Post-employment non-compete and non-solicitation covenants (two years in the case of Messrs. Fante, Moriah and Robinson and 12 months in the case of Mr. Parcell and Mr. Sperling).

The amended and restated employment arrangements for the U.S.-based executive officers provide for an annual base salary of \$345,000 with an annual target bonus opportunity equal to \$167,500 in the case of Mr. Fante and an annual base salary of \$376,000 with an annual target bonus opportunity equal to \$219,000 in the case of Messrs. Moriah and Robinson.

Upon a qualifying termination, and subject to the executive officer executing and delivering a release within 60 days of such termination, the U.S.-based executive officers will be eligible to receive: (1) a lump sum payment in an amount equal to 1 times base salary as in effect on the date of termination of employment, or if higher, as of the date immediately prior to the first event or circumstance constituting good reason in connection with such departure (or 1.5 times if such termination qualifies as a change in control termination); (2) a lump sum payment in an amount equal to 1 times the average annual bonus paid or payable with respect to the three most recently completed years (or 1.5 times the target bonus for the year in which a change in control occurs or if higher the target bonus for the year immediately prior to the year in which a change in control occurs) if such termination qualifies as a change in control termination (the "Severance Bonus"); (3) a pro rata portion of the annual bonus, if any, that the executive would have been entitled to receive in such year following the conclusion of the performance period (or if such termination qualifies as a change in control termination, a pro rata portion of the target bonus (as in effect on the date of termination of employment, or if higher, as of the date immediately prior to the first event or circumstance constituting good reason in connection with such departure), if any, that the executive would have been entitled to receive in such year (if such year had been completed)) (the "Pro Rata Bonus"); and (4) reimbursement of COBRA premiums for a period of 12 months following such termination of employment. The amended and restated employment arrangements for the U.S.-based executive officers also provide for an additional payment to offset the impact of any excise tax under Section 4999 of the Internal Revenue Code.

The amended and restated employment agreement for Mr. Parcell provides for an annual salary of £206,000 with an annual target bonus opportunity equal to £82,400. A portion of the annual bonus award for a given fiscal year may also be earned during each of the first three fiscal quarters of such year pursuant to a quarterly bonus sub-plan established by the Committee in conjunction with the annual bonus plan. Quarterly bonuses, if any, will reduce Mr. Parcell's annual bonus award for the applicable fiscal year.

Upon a qualifying termination, and subject to Mr. Parcell executing and delivering a release within 60 days of such termination, Mr. Parcell will be eligible to receive: (1) a lump sum payment in an amount equal to 6 months' base salary in effect on the date of termination of employment (or 12 months' base salary if such termination qualifies as a change in control termination); (2) the Severance Bonus (payable in 12 equal monthly installments if such termination does not qualify as a change in control termination, or payable in a lump sum if such termination qualifies as a change in control termination); and (3) the Pro Rata Bonus, except that if such termination qualifies as a change in control termination, a pro rata portion of the target bonus as in effect on the date of termination of employment, if any, that Mr. Parcell would have been entitled to receive in such year (if such year had been completed). In addition, Mr. Parcell's agreement requires that each party provide a 180-day advance notice in connection with certain terminations of employment (or pay in lieu of such advance notice).

The employment agreement for Mr. Sperling provides for a monthly salary of NIS 109,609 with an annual target bonus opportunity equal to NIS 638,000 and participation in all employee benefit plans in a manner commensurate with other senior executive officers of the Company, in addition to other specific benefits such as private health insurance coverage for employees of Verint Ltd., and contributions by Verint Ltd. to a study fund, convalescence pay, and pension benefits.

Upon a qualifying termination, and subject to Mr. Sperling executing and delivering a release within 60 days of such termination (which is applicable only in the event the termination does not qualify as a change in control termination), Mr. Sperling will be eligible to receive: (1) a lump sum payment in an amount equal to his salary and all social benefits and other benefits for a period of 10 months plus one month for each full or partial year that Mr. Sperling was employed with Verint Ltd. beginning as of September 1, 2010 and ending on the date of termination of employment; (2) a lump sum payment in an amount equal to 12 months' salary in effect on the date of termination of employment, or if higher, as of the date immediately prior to the first event or circumstance constituting good reason in connection with such departure (or 1.5 times if such termination qualifies as a change in control termination); (3) the Severance Bonus; (4) the Pro Rata Bonus; and (5) reimbursement of the cost of maintaining health benefits under a group health plan of Verint Ltd. or a subsidiary of Verint Ltd. for a period of 12 months following such termination of employment. In addition, Mr. Sperling's agreement requires that each party provide a 90-day advance notice in connection with certain terminations of employment (or pay in lieu of such advance notice).

The foregoing description does not purport to be complete and is qualified in its entirety by reference to the full text of the executive officer employment agreements described above, which are filed as Exhibits 10.1 — 10.5 to this Current Report on Form 8-K and incorporated by reference herein.

#### **Item 8.01. Other Events**

Effective July 12, 2011, in connection with Dr. Nottenburg's election to the Board, Charles Burdick resigned from the Committee and Dr. Nottenburg was appointed as a member and chairman of the Committee. As a result, as of July 12, 2011, the members of the Committee are: Dr. Nottenburg (chairman), Victor DeMarines, Howard Safir, and Shefali Shah.

#### **Item 9.01. Financial Statements and Exhibits.**

(d) *Exhibits.*

<b>Exhibit Number</b>	<b>Description</b>
10.1	Second Amended and Restated Employment Agreement, dated July 13, 2011, between Verint Systems Inc. and Peter Fante
10.2	Second Amended and Restated Employment Agreement, dated July 13, 2011, between Verint Systems Inc. and Elan Moriah
10.3	Amended and Restated Supplemental Employment Agreement, dated July 13, 2011, between Verint Systems UK Limited and David Parcell
10.4	Amended and Restated Employment Agreement, dated July 13, 2011, between Verint Systems Inc. and Douglas Robinson



**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: July 14, 2011**

**By:** /s/ Peter Fante  
**Name:** Peter Fante  
**Title:** Chief Legal Officer

**EXHIBIT INDEX**

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10.4	Amended and Restated Employment Agreement, dated July 13, 2011, between Verint Systems Inc. and Douglas Robinson
10.5	Contract of Employment, dated July 10, 2011, by and among Meir Sperling, Verint Systems Ltd., and Verint Systems Inc.

## SECOND AMENDED AND RESTATED EMPLOYMENT AGREEMENT

SECOND AMENDED AND RESTATED EMPLOYMENT AGREEMENT (this "Agreement") dated as of July 13, 2011 ("Effective Date") by and between Verint Systems Inc. (the "Company") and Peter D. Fante ("Executive").

**WHEREAS**, the Executive currently holds the position indicated on Schedule I hereto with the Company (the "Position") and desires to continue in such Position, pursuant to the terms and conditions set forth in this Agreement;

**WHEREAS**, the Company desires to continue to employ the Executive in the Position; and

**WHEREAS**, both parties wish to set forth their understanding and agreement regarding the employment of the Executive by the Company;

**NOW THEREFORE**, in consideration of the premises and mutual covenants herein and for other good and valuable consideration, the parties agree as follows:

1. Term of Employment. Subject to the provisions of Section 9 hereof and Annex A of this Agreement, Executive shall be employed by the Company for a period commencing on the Effective Date and ending on January 31, 2013 (the "Employment Term") on the terms and subject to the conditions set forth in this Agreement; *provided, however*, that commencing with February 1, 2013, and on each anniversary thereafter (each an "Extension Date"), the Employment Term shall be automatically extended for an additional one-year period, unless the Company or Executive provides the other party hereto 90 days prior written notice before the next Extension Date that the Employment Term shall not be so extended.

2. Position.

a. During the Employment Term, Executive shall serve in the capacity of the Position. In such Position, Executive shall perform duties of the type customarily performed by persons serving in such Position at corporations of the size, type and nature of the Company. Executive shall report to the President & Chief Executive Officer of the Company and the Board, as appropriate ("Supervisor").

b. During the Employment Term, Executive will devote Executive's full business time and best efforts to the performance of Executive's duties hereunder and will not engage in any other business, profession or occupation for compensation or otherwise which would conflict or interfere with the rendition of such services either directly or indirectly, without the prior written consent of Executive's Supervisor; *provided* in each case, and in the aggregate, that such activities do not conflict or interfere with the performance of Executive's duties hereunder or conflict with Sections 10 or 11 hereof.

3. Base Salary. During the Employment Term, the Company shall pay Executive a base salary at the annual rate indicated on Schedule I hereto, payable in regular installments in accordance with the Company's payroll practices for senior executive officers. Executive shall

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be entitled to such increases in Executive's base salary, if any, as may be determined from time to time in the sole discretion of Executive's Supervisor and/or the Committee, as applicable. Executive's annual base salary, as in effect from time to time, is hereinafter referred to as the "Base Salary."

4. Annual Bonus. With respect to the fiscal year beginning with February 1, 2009 and each full fiscal year during the Employment Term, Executive shall be eligible to earn an annual bonus award the target for which is set forth on Schedule I hereto (the "Target") based upon the achievement of performance goals established by Executive's Supervisor (or the Committee, if applicable). Executive shall be entitled to such increases in the Target, if any, as may be determined from time to time in the sole discretion of Executive's Supervisor (or the Committee, if applicable). Executive's annual bonus award, as in effect from time to time, is hereinafter referred to as the "Annual Bonus." The Annual Bonus will be paid in accordance with the Company's normal payroll practices for senior executive bonuses, but no later than the later of the 15th calendar day of the third month following the end of Executive's first taxable year in which the right to payment is no longer subject to a "substantial risk of forfeiture" (within the meaning of Section 409A) or the 15th calendar day of the third month following the end of the Company's first taxable year in which the right to payment is no longer subject to a "substantial risk of forfeiture" (within the meaning of Section 409A). The determination as to whether the performance goals have been achieved and whether and to what extent any bonus is to be paid with respect to such achievement shall be made in the sole discretion of the Supervisor (or the Committee, if applicable) and shall be consistent with and subject to the requirements set forth in Section 162(m) of the Code with respect to individuals who are "covered employees" within the meaning of Section 162(m) of the Code. For the avoidance of doubt, unless otherwise provided in this Agreement, Executive's Annual Bonus shall remain subject to a "substantial risk of forfeiture" until the date when the Supervisor or the Committee (as applicable) makes a determination as to the satisfaction of the relevant performance goal or goals relating to such bonus and the extent of the payment thereof.

5. Change in Control. Upon a Change in Control (as defined herein or in the applicable stock incentive compensation plan), if outstanding equity awards held by all senior executives of the Company are not assumed in connection with such Change in Control, all Executive's outstanding equity awards shall vest and become non-forfeitable, with any outstanding stock options immediately vesting and becoming exercisable, the restriction period (including any vesting requirements) on any restricted stock and restricted stock units held by Executive shall lapse, and any other vesting requirements or conditions with respect to the foregoing or other equity-based awards (including any "phantom" awards) held by Executive shall lapse and be disregarded. For purposes of this Section 5, an equity award shall be considered assumed if, and only if, each of the following conditions are met: (i) stock options and stock appreciation rights are converted into a replacement award in a manner that complies with Section 409A and preserves the intrinsic value of the equity award on the date of the Change in Control; (ii) restricted stock units and restricted stock awards are converted into a replacement award covering a number of shares of common stock of the entity effecting the Change in Control (or a successor or parent corporation), as determined on a basis no less favorable to the holder of such award than the treatment applied to shareholders generally; *provided* that to the extent that any portion of the consideration received by holders of the Company common stock in the Change in Control transaction is not in the form of the common

stock of such entity (or a successor or parent corporation), the number of shares covered by the replacement award shall be based on the average of the high and low selling prices of the common stock of such entity (or a successor or parent corporation) that is the subject of the replacement award on the established stock exchange on the trading day immediately preceding the date of the Change in Control; (iii) the replacement award contains provisions for scheduled vesting, attainability of performance targets (if applicable) and treatment on termination of employment (including the definition of Cause and Good Reason as set forth in the controlling document) that are no less favorable to the holder than the underlying award being replaced (including taking into account any provisions of any employment agreement), and all other terms of the replacement award (other than the security and number of shares represented by the replacement award) are no less favorable to the holder than the underlying award; and (iv) the security represented by the replacement award is of a class that is publicly held and traded on an established stock exchange. In the event Executive's awards are assumed in connection with a Change in Control in accordance with this Section 5, his underlying award(s), and any replacement award(s), shall be treated no less favorably than the standards set forth in clauses (i) through (iv) of the preceding sentence.

6. Employee Benefits. During the Employment Term, Executive shall receive employee benefits and be eligible to participate in all employee benefit plans in a manner commensurate with other senior executive officers of the Company.

7. Business Expenses; Perquisites; Vacation.

a. Expenses. During the Employment Term, reasonable business expenses incurred by Executive in the performance of Executive's duties hereunder shall be reimbursed by the Company in accordance with Company policies and subject to the Reimbursement Rules (as described in Section 13(h)(v) hereof).

b. Perquisites. During the Employment Term, the Company shall provide Executive with the perquisites indicated on Schedule I hereto, if any.

c. Vacation. Executive shall be entitled to the number of weeks of paid vacation per calendar year provided for on Schedule I hereto.

8. Clawback. Notwithstanding anything to the contrary, if the Company's financial statements for FY 2007 and thereafter are restated due to material noncompliance, as a result of misconduct by Executive, with any financial reporting requirement under the U.S. securities laws applicable to such fiscal year, Executive shall, at the request of the Committee, return or forfeit, as applicable, all or a portion (but no more than 100%) of any bonus or any incentive award (including equity awards) made to Executive during the Employment Term as incentive for the specific fiscal year or years (in the case of equity awards granted during the Employment Term, the portion of the award vested during such fiscal year or years) required to be restated for FY 2007 and thereafter. For example, if Executive is granted an award in FY 2009 (and during the Employment Term) that vests in installments based on performance in FY 2010 and 2011, and the Company's financial statements for FY 2010 are required, as a result of misconduct by Executive, to be restated due to material noncompliance with any financial reporting requirements as set forth above, the portion of the award which vests in FY 2010 based on

achievement of the performance targets for FY 2010 shall be subject to clawback in accordance with this Section 8, but the portion of the award which vests in FY 2011 shall not be subject to forfeiture or clawback. Or, if based on the same facts as set forth in the preceding sentence, Executive is paid a bonus in FY 2011 for performance in FY 2010, such bonus shall be subject to clawback in accordance with this Section 8, but not any bonus paid for any other fiscal year. The amount to be recovered from Executive shall be the amount by which the bonus or incentive compensation award exceeded the amount that would have been payable to Executive had the financial statements been initially filed as restated (including, but not limited to, the entire award), as reasonably determined by the Committee. The Committee shall determine whether the Company shall effect any such recovery (i) by seeking repayment from Executive, (ii) by reducing (subject to applicable law, including Section 409A, and the terms and conditions of the applicable plan, program or arrangement) the amount that would otherwise be payable to Executive under any compensatory plan, program or arrangement maintained by the Company, (iii) by withholding payment of future increases in compensation (including the payment of any discretionary bonus amount) or grants of compensatory awards that would otherwise have been made in accordance with the Company's compensation practices, or (iv) by any combination of the foregoing.

9. Termination. The Employment Term and Executive's employment hereunder may be terminated by either party at any time and for any reason; *provided* that Executive will be required to give the Company at least 60 days advance written notice of any resignation of Executive's employment. Notwithstanding any other provision of this Agreement, the provisions of this Section 9 and Annex A shall exclusively govern Executive's rights upon termination of employment with the Company and its affiliates.

a. Termination by the Company for Cause or by Executive's Resignation Without Good Reason.

(i) The Employment Term and Executive's employment hereunder may be terminated by the Company for Cause (as defined below) and shall terminate automatically upon Executive's resignation without Good Reason (as defined in Section 9(b)(ii) hereof).

(ii) For purposes of this Agreement, "Cause" shall mean: (A) (i) conviction of, or plea of guilty or nolo contendere to a felony or (ii) indictment for a crime involving dishonesty, fraud or moral turpitude which is materially harmful to the Company or any of its Subsidiaries (including reputational harm); (B) willful and intentional breach by Executive of Executive's obligations to the Company or any of its Subsidiaries or pursuant to this Agreement which is materially harmful to the Company or any of its Subsidiaries; (C) willful misconduct, or any willful dishonest or willful fraudulent act by Executive in connection with Executive's performance of his duties for the Company which is materially harmful to the Company; (D) material violation of any U.S. federal securities laws, rules or regulations, as determined by a U.S. court or any other U.S. government body of compliant jurisdiction; (E) material violation of any material Company policy or procedure provided to Executive, including without limitation a material violation of the Company's Code of Business Conduct and Ethics and the Company's policies on harassment, discrimination or substance abuse, resulting in material and demonstrable harm to the Company; or (F) Executive's gross neglect of his material

duties for the Company which is materially harmful to the Company or any of its Subsidiaries; provided that Executive does not cure such misconduct described in (B), (C) or (F), or such misconduct is not susceptible to cure, within 15 days following his receipt from the Company of written notice of the same. No termination for Cause shall qualify as a termination for Cause under this Agreement unless made by a majority of the Board, at a meeting of the Board, held for such purpose, where Executive and his counsel had an opportunity, on at least 15 days notice, to be heard before the Board.

(iii) If Executive's employment is terminated by the Company for Cause, or if Executive resigns without Good Reason, Executive shall be entitled to receive:

- (A) the Base Salary through the date of termination;
- (B) any Annual Bonus earned, but unpaid, as of the date of termination for the immediately preceding fiscal year, paid in accordance with Section 4 hereof;
- (C) to the extent permitted by the Company's vacation policy or to the extent required by applicable law, payment for accrued but unused vacation;
- (D) such Employee Benefits, if any, as to which Executive may be entitled under the employee benefit plans of the Company; and
- (E) any amounts owed to Executive under Section 13(c) hereof (the amounts described in clauses (A) through (E) hereof being referred to as the "Accrued Rights").

Following such termination of Executive's employment by the Company for Cause or resignation by Executive without Good Reason, except as set forth in this Section 9(a)(iii), Executive shall have no further rights to any compensation or any other benefits under this Agreement.

b. Termination by the Company Without Cause or Resignation by Executive for Good Reason (Whether or Not in Connection With a Change in Control).

(i) The Employment Term and Executive's employment hereunder may be terminated by the Company without Cause or by Executive's resignation for Good Reason.

(ii) For purposes of this Agreement, "Good Reason" means the occurrence of any of the following events without Executive prior written consent (A) a significant reduction in Executive's authorities duties, position, titles or reporting status (other than in accordance with Schedule I hereto); (B) the assignment to Executive of duties inconsistent with Executive's status as Position or an adverse alteration in the nature of Executive's duties and/or responsibilities, reporting relationships, positions, titles or authority (other than in accordance with Schedule I hereto); (C) following a Change in Control, Executive ceasing to be the chief legal officer of a publicly traded company; (D) a material reduction by the Company in Executive's Base Salary or Target bonus; (E) the Company's provision of a non-

extension notice under Section 1 hereof; or (F) the relocation of Executive's place of employment or the Company's corporate headquarters by more than 25 miles from their location as of the Effective Date; (G) a material breach by the Company of any provision of this Agreement or any other agreement between Executive and Company and its Subsidiaries or (H) any failure by the Company to obtain the assumption in writing of any obligation of the Company or any affiliate to perform any agreement between Executive and the Company or any affiliate by any successor to all or substantially all of the assets of the Company, whether by operation of law or contractually, as of the date of such transaction, provided that the events described in this Section 9(b)(ii) shall, except with respect to the foregoing clause (E), constitute Good Reason only if the Company fails to cure such event within 30 days after receipt from Executive of written notice of the event which constitutes Good Reason; provided, further, that "Good Reason" shall cease to exist for an event on the 90th day following the later of its occurrence or Executive's knowledge thereof, unless Executive has given the Company written notice thereof prior to such date.

(iii) If Executive's employment is terminated by the Company without Cause (other than by reason of death or Disability) or if Executive resigns for Good Reason, Executive shall be entitled to receive:

(A) the Accrued Rights; and

(B) subject to Executive's continued compliance with the provisions of Sections 10 and 11 hereof:

(1) a lump sum cash payment of the Base Salary, as in effect on the date of termination of Executive's employment or, if higher, as of the date immediately prior to the first event or circumstance constituting Good Reason in connection with such departure, equal to the number of months set forth on Schedule I hereto after the date of such termination, payable on the 60th calendar day following the termination of Executive's employment;

(2) a lump sum cash payment of a pro rata portion of the Annual Bonus, if any, that Executive would have been entitled to receive pursuant to Section 4 hereof in such year following the conclusion of the performance period, based upon the percentage of the fiscal year that shall have elapsed through the date of Executive's termination of employment and Executive's and the Company's actual performance for the applicable performance period, payable at the same time bonuses are paid to other senior executives of the Company for such fiscal year, but no later than the later of the 15th calendar day of the third month following the end of Executive's first taxable year in which the right to payment is no longer subject to a "substantial risk of forfeiture" (within the meaning of Section 409A) or the 15th calendar day of the third month following the end of the Company's first taxable year in which the right to payment is no longer subject to a "substantial risk of forfeiture" (the "Pro Rata Bonus");

(3) a lump sum cash payment equal to the percentage set forth on Schedule I hereto of the average Annual Bonus actually paid or payable with respect to the three most recently completed years (or, if three years have not been completed, such fewer number of completed years, or, if no year has been completed, the Target), payable on the 60th calendar day following termination of Executive's employment; and

(4) for the number of months set forth on Schedule I hereto, following the date of termination of employment, the Company will reimburse the Executive for the cost (on a grossed-up basis) of maintaining health benefits under a group health plan of the Company or a Subsidiary of the Company; provided that (i) the Executive timely elects the continuation of group health plan benefits under the Consolidated Omnibus Budget Reconciliation Act of 1985 (“COBRA”), (ii) the Executive makes a payment to the Company in an amount equal to the monthly premium payments (both the employee and employer portion) required to maintain such coverage, and (iii) such reimbursement shall comply with the Reimbursement Rules (as described in Section 13(h)(v) hereof). The parties acknowledge that this coverage will count towards the Company’s and such group health plan’s obligation to provide Executive with the right to continuation coverage pursuant to COBRA and that Executive will be able to continue such coverage at his or her own expense for the balance of the period provided under COBRA. For the avoidance of doubt, the foregoing will not cover any short-term or long-term disability insurance benefits.

Following Executive’s termination of employment under this Section 9(b) by the Company without Cause (other than by reason of Executive’s death or Disability) or by Executive’s resignation for Good Reason, in each case, which does not qualify as a Change in Control Termination, except as set forth in this Section 9(b)(iii), Executive shall have no further rights to any compensation or any other benefits under this Agreement unless Executive’s termination is also a Change in Control Termination. In this event, Executive shall be entitled to the additional payments, benefits or entitlements under Annex A.

c. Termination Upon Death.

(i) The Employment Term and Executive’s employment hereunder shall terminate upon Executive’s death.

(ii) Upon termination of Executive’s employment hereunder upon Executive’s death, Executive’s estate shall be entitled to

receive:

(A) the Accrued Rights;

(B) a lump sum cash payment of the Pro Rata Bonus, if any, payable as provided in Section 9(b)(iii)(B)(2) hereof; and

(C) for the number of months set forth on Schedule I hereto, following the date of termination of employment, the Company will reimburse the Executive’s spouse and eligible dependents for the cost (on a grossed-up basis) of maintaining health benefits for Executive’s spouse and eligible dependents under a group health plan of the Company or a Subsidiary of the Company; provided that (i) Executive’s spouse and/or legal guardian for Executive’s eligible dependents timely elects the continuation of group health plan benefits under COBRA, (ii) Executive’s spouse and/or legal guardian for Executive’s eligible dependents makes a payment to the Company in an amount equal to the monthly premium payments (both the employee and employer portion) required to maintain such coverage, and (iii) such reimbursement shall comply with the Reimbursement Rules (as described in Section 13(h)(v) hereof). The

parties acknowledge that this coverage will count towards the Company's and such group health plan's obligation to provide Executive's spouse and eligible dependents with the right to continuation coverage pursuant to COBRA and that Executive's spouse and/or eligible dependents will be able to continue such coverage at their own expense for the balance of the period provided under COBRA. For the avoidance of doubt, the foregoing will not cover any short-term or long-term disability insurance benefits.

Following Executive's termination of employment due to death, except as set forth in this Section 9(c)(ii), Executive shall have no further rights to any compensation or any other benefits under this Agreement.

d. Termination Upon Disability.

(i) The Employment Term and Executive's employment hereunder shall be terminated by the Company if Executive becomes disabled within the meaning of the Company's applicable long-term disability plan then in effect ("Disability").

(ii) Upon termination of Executive's employment hereunder for Disability, Executive or Executive's estate (as the case may be) shall be entitled to receive:

(A) the Accrued Rights;

(B) a lump sum cash payment of the Pro Rata Bonus, if any, payable as provided in Section 9(b)(iii)(B)(2) hereof;

(C) a lump sum cash payment equal to the greater of (i) six months or (ii) the number of full and partial months from the date of termination of employment and until the date on which the Executive would be eligible to receive benefits under the Company's long-term disability plan applicable to the Executive (but in no event more than 12 months) (such greater period, the "Overlap Period") of the Base Salary, as in effect on the date of termination of Executive's employment, payable on the 60th calendar day following termination of Executive's employment; and

(D) for a period equal to the Overlap Period following the date of termination of employment, the Company will reimburse the Executive for the cost (on a grossed-up basis) of maintaining health benefits under a group health plan of the Company or a Subsidiary of the Company; provided that (i) the Executive timely elects the continuation of group health plan benefits under COBRA, (ii) the Executive makes a payment to the Company in an amount equal to the monthly premium payments (both the employee and employer portion) required to maintain such coverage, and (iii) such reimbursement shall comply with the Reimbursement Rules (as described in Section 13(h)(v) hereof). The parties acknowledge that this coverage will count towards the Company's and such group health plan's obligation to provide Executive with the right to continuation coverage pursuant to COBRA and that Executive will be able to continue such coverage at his or her own expense for the balance of the period provided under COBRA. For the avoidance of doubt, the foregoing will not cover any short-term or long-term disability insurance benefits.

Following Executive's termination of employment due to Disability, except as set forth in this Section 9(d)(ii), Executive shall have no further rights to any compensation or any other benefits under this Agreement.

e. Termination by the Company Without Cause or Resignation by Executive for Good Reason Which Qualifies as a Change in Control Termination (as defined in Annex A). If the Employment Term and Executive's employment hereunder is terminated by the Company without Cause or by Executive's resignation for Good Reason, in either case, in a manner that qualifies as a Change in Control Termination within the meaning of Annex A, Executive shall be entitled to the payments, benefits and entitlements under Section 9(b)(iii) hereof as well as the additional payments, benefits and entitlements under Annex A.

f. Expiration of Employment Term. In the event that the Company elects not to extend the Employment Term pursuant to Section 1 hereof, such event will constitute Good Reason. In the event Executive does not terminate Executive's employment for Good Reason (as provided above), the Employment Term will expire on the Extension Date that immediately follows the date of the notice of non-extension. In the event Executive elects not to extend the Employment Term pursuant to Section 1 hereof, the Employment Term will expire on the Extension Date that immediately follows the date of the notice of non-extension. For the avoidance of doubt, Executive's election not to renew shall not be deemed to waive any right of Executive under this Agreement prior to the expiration of this Agreement, including Executive's right to terminate employment for Good Reason upon the occurrence, following the notice of non-extension, of a subsequent event that otherwise would constitute Good Reason under this Agreement. Upon the expiration of the Employment Term and in the event Executive continues employment with the Company, Executive will execute the Company's then-standard form of employment letter agreement.

g. Notice of Termination. Any purported termination of employment by the Company or by Executive (other than due to Executive's death) shall be communicated by written Notice of Termination (as defined below) to the other party hereto in accordance with Section 13(j) hereof. For purposes of this Agreement, a "Notice of Termination" shall mean a notice which shall indicate the specific termination provision in this Agreement relied upon and shall set forth in reasonable detail the facts and circumstances claimed to provide a basis for termination of employment under the provision so indicated. For purposes of termination of employment in the case of Disability, date of termination shall be 30 days from receipt by Executive of the Notice of Termination and Executive has not returned to work.

h. Board/Committee Resignation. Upon termination of Executive's employment for any reason, if applicable, Executive agrees to resign, as of the date of such termination and to the extent applicable, from the Board (and any committees thereof) and the board of directors (and any committees thereof) of any of the Company's affiliates.

i. No Mitigation; No Offset. In the event of any termination of Executive's employment under this Section 9, Executive shall be under no obligation to seek other employment and there shall be no offset against amounts due to Executive under this Agreement on account of any compensation attributable to any subsequent employment that he may obtain.



j. Return of Company Property. Immediately following the date of any termination of Executive's employment, Executive or his personal representative shall immediately return all Company property in his possession, including but not limited to all computer equipment (hardware and software), telephones, facsimile machines, palm pilots and other communication devices, credit cards, office keys, security access cards, badges, identification cards and all copies (including drafts) of any documentation or information (however stored) relating to the business of the Company, its customers and clients or its prospective customers and clients.

k. Waiver and Release. As a condition precedent to receiving the compensation and benefits provided under Sections 9(b), 9(d) and 9(e) hereof, Executive shall execute the waiver and release attached to this Agreement as Exhibit A (the "Release"). If the Release has not been executed and delivered to the Company within 60 calendar days following termination of Executive's employment, the Company will cease to have any obligations to make any payments or provide any benefits under Sections 9(b), 9(d) or 9(e) hereof, other than Executive's right to continued benefits under COBRA at Executive's own cost.

10. Non-Competition; Non-Solicitation.

a. Executive acknowledges and recognizes the highly competitive nature of the businesses of the Company and its affiliates and accordingly agrees as follows:

(i) During the Employment Term and, for a period of two years following the date Executive ceases to be employed by the Company (the "Restricted Period"), Executive will not, whether on Executive's own behalf or on behalf of or in conjunction with any person, firm, partnership, joint venture, association, corporation or other business organization, entity or enterprise whatsoever ("Person"), directly or indirectly, solicit or assist in soliciting in competition with the Company or its affiliates, the business of any client or prospective client:

(A) with whom Executive had personal contact or dealings on behalf of the Company or its affiliates during Executive's employment;

(B) with whom employees reporting to Executive have had personal contact or dealings on behalf of the Company or its affiliates during Executive's employment; or

(C) for whom Executive had direct or indirect responsibility during Executive's employment.

(ii)

(A) During the Restricted Period, Executive will not himself or herself perform, or provide management of, supervision of, or advice on any other Person's performance of, Competitive Responsibilities. The term "Competitive Responsibilities," means duties and responsibilities that (x) are the same as or substantially similar to the duties and responsibilities Executive performed on behalf of the Company or its Subsidiaries within the two-year period prior to Executive's termination date and (y) involve the development, marketing, distribution, sale, or

support of products or services that are competitive with the products or services offered by the Company and its Subsidiaries as of Executive's termination date.

(B) In addition to the restrictions in the preceding subsection, during the Restricted Period, Executive will not engage in any activity, whether as an officer, director, employee, consultant, partner, principal, member, shareholder, owner, or agent on behalf of any Named Competitor. The term "Named Competitor" means the companies listed on Exhibit B hereto, including any Subsidiaries, divisions, or controlled affiliates thereof.

(iii) Notwithstanding anything to the contrary in this Agreement, Executive may, directly or indirectly own, solely as an investment, securities of any Person engaged in the business of the Company or its affiliates which are publicly traded on a national or regional stock exchange or on the over-the-counter market if Executive (A) is not a controlling person of, or a member of a group which controls, such person and (B) does not, directly or indirectly, own 2% or more of any class of securities of such Person.

(iv) During the Restricted Period, Executive will not, whether on Executive's own behalf or on behalf of or in conjunction with any Person, directly or indirectly:

(A) solicit or encourage any employee of the Company or its affiliates to leave the employment of the Company or its affiliates;

(B) solicit from or encourage any consultant then under contract with the Company or its affiliates to cease to work with the Company or its affiliates; or

(C) hire any such employee who was employed by the Company or its affiliates as of the date of Executive's termination of employment with the Company or who left the employment of the Company or its affiliates coincident with, or within one year prior to or after, the termination of Executive's employment with the Company.

b. It is expressly understood and agreed that although Executive and the Company consider the restrictions contained in Sections 10 and 11 hereof to be reasonable, if a final judicial determination is made by a court of competent jurisdiction that the time or territory or any other restriction contained in this Agreement is an unenforceable restriction against Executive, the provisions of this Agreement shall not be rendered void but shall be deemed amended to apply as to such maximum time and territory and to such maximum extent as such court may judicially determine or indicate to be enforceable. Alternatively, if any court of competent jurisdiction finds that any restriction contained in this Agreement is unenforceable, and such restriction cannot be amended so as to make it enforceable, such finding shall not affect the enforceability of any of the other restrictions contained herein.

11. Confidentiality.

(i) Executive will not at any time (whether during or after Executive's employment with the Company) (A) retain or use for the benefit, purposes or account of Executive or any other Person; or (B) disclose, divulge, reveal, communicate, share, transfer or provide access to any Person outside the Company and its affiliates (other than its professional advisers who are bound by confidentiality obligations), any non-public, proprietary or confidential information — including without limitation trade secrets, know-how, research and development, software, databases, inventions, processes, formulae, technology, designs and other intellectual property, information concerning finances, investments, profits, pricing, costs, products, services, vendors, customers, clients, partners, investors, personnel, compensation, recruiting, training, advertising, sales, marketing, promotions, government and regulatory activities and approvals — concerning the past, current or future business, activities and operations of the Company, its Subsidiaries or affiliates and/or any third party that has disclosed or provided any of same to the Company on a confidential basis (“Confidential Information”) without the prior written authorization of the Company.

(ii) “Confidential Information” shall not include any information that is (A) generally known to the industry or the public other than as a result of Executive's breach of this covenant or any breach of other confidentiality obligations by third parties; (B) made legitimately available to Executive by a third party without breach of any confidentiality obligation; or (C) required by law to be disclosed; provided that Executive shall give prompt written notice to the Company of such requirement, disclose no more information than is so required, and cooperate with any attempts by the Company to obtain a protective order or similar treatment.

(iii) Upon termination of Executive's employment with the Company for any reason, Executive shall (A) cease and not thereafter commence use of any Confidential Information or intellectual property (including without limitation, any patent, invention, copyright, trade secret, trademark, trade name, logo, domain name or other source indicator) owned or used by the Company, its Subsidiaries or affiliates; (B) immediately destroy, delete, or return to the Company, at the Company's option, all originals and copies in any form or medium (including memoranda, books, papers, plans, computer files, letters and other data) in Executive's possession or control (including any of the foregoing stored or located in Executive's office, home, laptop or other computer, whether or not Company property) that contain Confidential Information or otherwise relate to the business of the Company, its affiliates and Subsidiaries, except that Executive may retain only those portions of any personal notes, notebooks and diaries that do not contain any Confidential Information; and (C) notify and fully cooperate with the Company regarding the delivery or destruction of any other Confidential Information of which Executive is or becomes aware.

(iv) Executive shall not improperly use for the benefit of, bring to any premises of, divulge, disclose, communicate, reveal, transfer or provide access to, or share with the Company any confidential, proprietary or non-public information relating to a former employer or other third party without the prior written permission of such third party. Executive hereby indemnifies, holds harmless and agrees to defend the Company and its officers, directors, partners, employees, affiliates, agents and representatives from any breach of the foregoing covenant. Executive shall comply with all relevant policies and guidelines of the Company, including regarding the protection of confidential information and intellectual property and

potential conflicts of interest. Executive acknowledges that the Company may amend any such policies and guidelines from time to time, and that Executive remains at all times during the Employment Term bound by their most current version.

12. Specific Performance. Executive acknowledges and agrees that the Company's remedies at law for a breach or threatened breach of any of the provisions of Section 10 or Section 11 hereof would be inadequate and the Company would suffer irreparable damages as a result of such breach or threatened breach. In recognition of this fact, Executive agrees that, in the event of such a breach or threatened breach, in addition to any remedies at law, the Company, without posting any bond, shall be entitled to cease making any payments or providing any benefit otherwise required by this Agreement and obtain equitable relief in the form of specific performance, temporary restraining order, temporary or permanent injunction or any other equitable remedy which may then be available.

13. Miscellaneous.

a. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New York, without regard to conflicts of laws principles thereof. Subject to Section 13(b) hereof, the parties agree that the state and federal courts located in the State of New York shall have jurisdiction in any action, suit or proceeding based on or arising out of this Agreement and the parties hereby: (a) submit to the personal jurisdiction of such courts; (b) consent to service of process in connection with any action, suit or proceeding; (c) agree that venue is proper and convenient in such forum; and (d) waive any other requirement (whether imposed by statute, rule of court or otherwise) with respect to personal jurisdiction, subject matter jurisdiction, venue, or service of process.

b. Arbitration; Legal Fees. Any disputes arising under or in connection with this Agreement shall be resolved by binding arbitration, to be held in New York City in accordance with the rules and procedures of the American Arbitration Association. Executive and the Company shall mutually select the arbitrator. If Executive and the Company cannot agree on the selection of an arbitrator, each party shall select an arbitrator and the two arbitrators shall select a third arbitrator who shall resolve the dispute. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. All arbitration costs and all other costs, including but not limited to reasonable attorneys' fees incurred by each party, shall be borne by the Company; *provided, however*, that if the arbitrator finds that Executive's claims are frivolous or without merit, then the arbitration costs shall be shared equally by both parties and all other costs shall be borne by the party incurring such cost.

c. Indemnification.

(i) The Company agrees that if Executive is made a party to, is threatened to be made a party to, receives any legal process in, or receives any discovery request or request for information in connection with, any action, suit or proceeding, whether civil, criminal, administrative or investigative (a "Proceeding"), by reason of the fact that Executive is or was a director, officer, employee, consultant or agent of the Company or any of its affiliates, or is or was serving at the request of, or on behalf of, the Company as a director, officer, member, employee, consultant or agent of another corporation, limited liability corporation,

partnership, joint venture, trust or other entity, including service with respect to employee benefit plans, whether or not the basis of such Proceeding is Executive's alleged action in an official capacity while serving as a director, officer, member, employee, consultant or agent of the Company or other entity, the Company and its successors and/or assigns will indemnify, hold harmless and defend Executive to the fullest extent permitted or authorized by the Company's certificate of incorporation or by-laws or, if greater, by applicable law, against any and all costs, expenses, liabilities and losses (including, without limitation, attorneys' fees reasonably incurred, judgments, fines, ERISA excise taxes or penalties and amounts paid or to be paid in settlement and any reasonable cost and fees incurred in enforcing his rights to indemnification or contribution, advancement of expenses or coverage under directors' and officers' liability insurance policies) incurred or suffered by Executive in connection therewith, and such indemnification shall continue as to Executive even though he has ceased to be a director, officer, member, employee, consultant or agent of the Company or other entity and shall inure to the benefit of Executive's heirs, executors and administrators. The Company shall reimburse Executive for all reasonable costs and expenses (including, without limitation, reasonable attorneys' fees; *provided* that Executive provides notice to the Company prior to retaining counsel in connection with any Proceeding) incurred by him in connection with any Proceeding promptly after receipt by the Company of a written request for such reimbursement and appropriate documentation associated with these expenses. Such request shall include an undertaking by Executive to repay the amount of such advance if it shall ultimately be determined by a final, non-appealable decision of a court of competent jurisdiction that he is not entitled to be indemnified against such costs and expenses. The Company also agrees to have any successor to all or substantially all of its business or assets to expressly agree to assume the Company's obligations under this Section 13(c).

(ii) Neither the failure of the Company (including its Board, independent legal counsel or stockholders) to have made a determination prior to the commencement of any Proceeding concerning payment of amounts claimed by Executive under Section 13(c)(i) hereof that indemnification of Executive is proper because he has met the applicable standard of conduct, nor a determination by the Company (including its Board, independent legal counsel or stockholders) that Executive has not met such applicable standard of conduct, shall create a presumption or inference that Executive has not met the applicable standard of conduct.

(iii) The Company agrees to continue and maintain a directors' and officers' liability insurance policy covering Executive at a level, and on terms and conditions, no less favorable to him than the coverage the Company provides other similarly-situated executives or directors until such time as suits against Executive are no longer permitted by law. In all events, Executive shall be covered, in respect of Executive's activities as an officer, director or employee of the Company or any of its affiliates, by the Company's (or any of its affiliates') directors and officers liability insurance policy with a top rated insurer with the usual coverage (with respect to scope and period) and deductibles in a total policy amount not to be less than \$10,000,000 or other comparable policies, if any, obtained by the Company's (or any of its affiliates') successors, to the fullest extent permitted by such policies.

(iv) Nothing in this Section 13(c) shall be construed as reducing or waiving any right to indemnification, or advancement of expenses or coverage under any

directors' and officers' liability insurance policies Executive would otherwise have under the Company's or any affiliate's certificate of incorporation or by-laws or under applicable law.

d. Entire Agreement/Amendments. This Agreement contains the entire understanding of the parties with respect to the employment of Executive by the Company. There are no restrictions, agreements, promises, warranties, covenants or undertakings between the parties with respect to the subject matter herein other than those expressly set forth herein. Any previous agreement or understanding between Executive and the Company (or any Subsidiary or affiliate of the Company) with respect to the employment of Executive by the Company (including, but not limited to the Amended and Restated Employment Agreement between Executive and the Company, dated as of November 10, 2009), and other than outstanding equity, long-term incentive awards, or deferred compensation arrangements (unless otherwise provided herein) is superseded by this Agreement. This Agreement may not be altered, modified, or amended except by written instrument signed by the parties hereto.

e. No Waiver. The failure of a party to insist upon strict adherence to any term of this Agreement on any occasion shall not be considered a waiver of such party's rights or deprive such party of the right thereafter to insist upon strict adherence to that term or any other term of this Agreement. Any waiver of this Agreement to be effective must be in writing specifically referencing the provision being waived and signed by the party against whom the waiver is being enforced.

f. Severability; Survival. In the event that any one or more of the provisions of this Agreement or Annex A shall be or become invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions of this Agreement or Annex A shall not be affected thereby. Subject to any limits on applicability contained therein, Sections 8-15 hereof and Annex A shall survive and continue in full force in accordance with their terms notwithstanding any termination of the Employment Term.

g. Assignment. This Agreement, and all of Executive's rights and obligations hereunder, shall not be assignable or transferred by Executive other than his rights to payments or benefits hereunder, which may be transferred only by will or the laws of descent and distribution, without the consent of the Company. This Agreement, and all of the Company's rights and obligations hereunder, shall not be assignable or transferred by the Company without the consent of Executive except that such rights or obligations may be assigned or transferred pursuant to a merger or consolidation in which the Company is not the continuing entity, or the sale or liquidation of all or substantially all of the assets of the Company; provided, however, that the assignee or transferee is the successor to all or substantially all of the assets of the Company and such assignee or transferee assumes the liabilities, obligations and duties of the Company, as contained in this Agreement, either contractually or as a matter of law.

h. Compliance with IRC Section 409A.

(i) The parties intend that any amounts payable under this Agreement, and the Company's and Executive's exercise of authority or discretion hereunder comply with the provisions of Section 409A so as not to subject Executive to the payment of the additional tax, interest and any tax penalty which may be imposed under Section 409A. In furtherance thereof, to the extent that any provision hereof would result in Executive being subject to payment of the additional tax, interest and tax penalty under Section 409A, the parties agree to amend this Agreement in order to bring this Agreement into compliance with Section 409A; without materially changing the economic value of the arrangements under this Agreement to either party; and thereafter the parties interpret its provisions in a manner that complies with Section 409A. Notwithstanding the foregoing, no particular tax result for Executive with respect to any income recognized by Executive in connection with this Agreement is guaranteed.

(ii) Notwithstanding any provisions of this Agreement to the contrary, if Executive is a "specified employee" (within the meaning of Section 409A and determined pursuant to policies adopted by the Company) at the time of his or her separation from service and if any portion of the payments or benefits to be received by Executive upon separation from service would be considered deferred compensation under Section 409A, amounts that would otherwise be payable pursuant to this Agreement (the "Delayed Payments") and benefits that would otherwise be provided pursuant to this Agreement (the "Delayed Benefits"), in each case, during the six-month period immediately following Executive's separation from service will instead be paid or made available on the earlier of (i) the first day of the seventh month following the date of Executive's "separation from service" (within the meaning of Section 409A) and (ii) Executive's death (the applicable date, the "Permissible Payment Date"). The Company will also reimburse Executive for the after-tax cost incurred by Executive in independently obtaining any Delayed Benefits (the "Additional Delayed Payments").

(iii) Each payment under this Agreement is intended to be a "separate payment" and not of a series of payments for purposes of Section 409A.

(iv) A termination of employment shall not be deemed to have occurred for purposes of any provision of this Agreement providing for the payment of any amounts or benefits subject to Section 409A upon or following a termination of employment unless such termination also constitutes a "separation from service" (within the meaning of Section 409A) and the regulations thereunder, and notwithstanding anything contained herein to the contrary, the date on which such separation from service takes place shall be the termination date.

(v) With respect to any amount of expenses eligible for reimbursement or the provision of any in-kind benefits under this Agreement, to the extent such payment or benefit is required to be included in Executive's gross income for federal income tax purposes, such expenses (including expenses associated with in-kind benefits) shall be reimbursed by the Company no later than December 31st of the year following the year in which Executive incurs the related expenses and in no event shall the reimbursements or in-kind benefits to be provided by the Company in one taxable year affect the amount of reimbursements or in-kind benefits to be provided in any other taxable year, nor shall Executive's right to reimbursement or in-kind benefits be subject to liquidation or exchange for another benefit (the "Reimbursement Rules").

i. Successors; Binding Agreement. This Agreement shall inure to the benefit of and be binding upon personal or legal representatives, executors, administrators, successors, heirs, distributees, devisees and legatees. The Company will require any successor (whether direct or indirect, by purchase merger, consolidation, reorganization or otherwise) to all or substantially all of the business or assets of the Company, expressly to assume and agree to perform this Agreement in the same manner and to the same extent the Company would be required to perform if no succession had taken place.

j. Notice. For the purpose of this Agreement, notices and all other communications provided for in the Agreement shall be in writing and shall be deemed to have been duly given when delivered by hand or overnight courier or three days after it has been mailed by United States registered mail, return receipt requested, postage prepaid, addressed to the respective addresses set forth below in this Agreement, or to such other address as either party may have furnished to the other in writing in accordance herewith, except that notice of change of address shall be effective only upon receipt.

If to the Company:

Verint Systems Inc.  
330 South Service Road  
Melville, NY 11747  
Attention: Corporate Secretary

If to Executive:

To the most recent address of Executive set forth in the personnel records of the Company.

k. Executive Representation. Executive hereby represents to the Company that the execution and delivery of this Agreement by Executive and the Company and the performance by Executive of Executive's duties hereunder shall not constitute a breach of, or otherwise contravene, the terms of any employment agreement or other agreement or policy to which Executive is a party or otherwise bound.

l. Cooperation. Executive shall, at the Company's expense, provide Executive's reasonable cooperation in connection with any action or proceeding (or any appeal from any action or proceeding) which relates to events occurring during Executive's employment hereunder.

m. Withholding Taxes. The Company may withhold from any amounts payable under this Agreement such Federal, state and local taxes as may be required to be withheld pursuant to any applicable law or regulation.

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



o. Certain Definitions. For purposes of this Agreement, the following terms shall have the following meanings:

(i) “Board” shall mean the Board of Directors of the Company.

(ii) A “Change in Control” shall be deemed to have occurred if the event set forth in any one of the following subparagraphs

shall have occurred:

(A) the acquisition by any Non-Verint Person, entity or affiliated group (other than Comverse), in one or a series of transactions, of more than 50% of the voting power of the Company, or the acquisition of all the common stock of the Company (other than equity held by employees which is assumed in such transaction) following which the common stock of the Company is no longer publicly traded;

(B) the requirement that any Non-Verint Person, entity or affiliated group (other than Comverse) consolidate with its financial results the financial results of the Company;

(C) a merger or consolidation in which the holders of the Company’s equity securities would not be holders of 50% or more of the voting power of the merged or consolidated entity;

(D) a sale of all or substantially all of the Company’s assets; or

(E) during any period of two consecutive years, Incumbent Directors cease to constitute at least a majority of the board. “Incumbent Directors” shall mean: (1) the directors who were serving at the beginning of such two-year period, (2) any directors whose election or nomination was approved by the directors referred to in clause (1) or by a director approved under this clause (2), and (3) at any time that Comverse owns a majority of the voting power of the Company, any director nominated by Comverse.

(iii) “Code” means the Internal Revenue Code of 1986, as amended from time to time.

(iv) “Committee” shall mean the Compensation Committee of the Board.

(v) “Comverse” shall mean Comverse Technology, Inc.

(vi) “ERISA” means the Employee Retirement Income Security Act of 1974, as amended.

(vii) “Exchange Act” means the Securities Exchange Act of 1934, as amended from time to time.

(viii) “Non-Verint Person” means “Person” as defined in Section 3(a)(9) of the Exchange Act, as modified and used in Sections 13(d) and 14(d) thereof, but excluding

(A) the Company or any of its Subsidiaries, (B) a trustee or other fiduciary holding securities under an employee benefit plan of the Company or any of its affiliates, (C) an underwriter temporarily holding securities pursuant to an offering of such securities, or (D) a corporation owned, directly or indirectly, by the shareowners of the Company in substantially the same proportions as their ownership of stock of the Company.

(ix) “Section 409A” means Section 409A of the Code and any proposed, temporary or final regulation, or any other guidance, promulgated with respect to Section 409A by the U.S. Department of Treasury or the Internal Revenue Service.

(x) “Subsidiary” of any Person means another Person (other than a natural Person), an aggregate amount of the voting securities, other voting ownership or voting partnership interests, of which is sufficient to elect at least a majority of the Board or other governing body (or, if there are no such voting interests, 50% or more of the equity interests of which) is owned directly or indirectly by such first Person.

14. Assignment of Intellectual Property.

a. Executive agrees that upon conception and/or development of any idea, discovery, invention, improvement, software, writing or other material or design that: (i) relates to the business of the Company or its Subsidiaries, or (ii) relates to the Company’s or its Subsidiaries’ actual or demonstrably anticipated research or development, or (iii) results from any work performed by the Executive for the Company or its Subsidiaries, the Executive will assign to the Company (or its designee) the entire right, title and interest in and to any such idea, discovery, invention, improvement, software, writing or other material or design.

b. Executive has no obligation to assign any idea, discovery, invention, improvement, software, writing or other material or design that the Executive conceives and/or develops entirely on the Executive’s own time without using the Company’s or its affiliates’ equipment, supplies, facilities, or trade secret information unless the idea, discovery, invention, improvement, software, writing or other material or design either: (i) relates to the business of the Company or its Subsidiaries, or (ii) relates to the Company’s or its Subsidiaries’ actual or demonstrably anticipated research or development, or (iii) results from any work performed by the Executive for the Company or its Subsidiaries.

c. Executive agrees that any idea, discovery, invention, improvement, software, writing or other material or design that relates to the business of the Company or its Subsidiaries or relates to the Company’s or its Subsidiaries’ actual or demonstrably anticipated research or development which is conceived or suggested by the Executive, either solely or jointly with others, within one year following termination of the Executive’s employment under this Agreement (or any successor agreements) shall be presumed to have been so made, conceived or suggested in the course of such employment with the use of the Company’s equipment, supplies, facilities, and/or trade secrets unless Executive can conclusively prove otherwise.

d. In order to determine the rights of the Executive and the Company in any idea, discovery, invention, improvement, software, writing or other material, and to ensure the

protection of the same, the Executive agrees that during the Executive's employment, and for one year after termination of the Executive's employment under this Agreement (or any successor agreements) the Executive will disclose immediately and fully to the Company any idea, discovery, invention, improvement, software, writing or other material or design conceived, made or developed by the Executive solely or jointly with others. The Company agrees to keep any such disclosures confidential. The Executive also agrees to record descriptions of all work in the manner directed by the Company and agrees that all such records and copies, samples and experimental materials will be the exclusive property of the Company.

e. Executive agrees that at the request of and without charge to the Company, but at the Company's expense, the Executive will execute a written assignment of the idea, discovery, invention, improvement, software, writing or other material or design to the Company (or its designee) and will assign to the Company (or its designee) any application for letters patent or for trademark registration made thereon, and to any common-law or statutory copyright therein; and that the Executive will do whatever may be necessary or desirable to enable the Company (or its designee) to secure any patent, trademark, copyright, or other property right therein in the United States and in any foreign country, and any division, renewal, continuation, or continuation in part thereof, or for any reissue of any patent issued thereon.

f. In the event the Company is unable, after reasonable effort, and in any event after ten business days of exerting such reasonable efforts, to secure the Executive's signature on a written assignment to the Company of any application for letters patent or to any common-law or statutory copyright or other property right therein, whether because of the Executive's physical or mental incapacity or for any other reason whatsoever, the Executive irrevocably designates and appoints the Chief Legal Officer and/or General Counsel of the Company as the Executive's attorney-in-fact to act on the Executive's behalf to execute and file any such application and to do all other lawfully permitted acts to further the prosecution and issuance of such letters patent, copyright or trademark.

g. Executive acknowledges that to the extent permitted by law, all work papers, reports, documentation, drawings, photographs, negatives, tapes and masters therefor, prototypes and other materials (hereinafter, "items"), including without limitation, any and all such items generated and maintained on any form of electronic media, generated by Executive during his or her employment with the Company shall be considered a "work made for hire" and that ownership of any and all copyrights in any and all such items shall belong to the Company. The item will recognize the Company as the copyright owner, will contain all proper copyright notices, e.g., "(creation date) Verint Systems Inc., All Rights Reserved," and will be in condition to be registered or otherwise placed in compliance with registration or other statutory requirements throughout the world.

15. Signatories. For purposes of Sections 9 (Termination) and 13 (Miscellaneous) hereof and Annex A hereto, Verint Americas Inc. agrees that if the Company is unable to perform all or part of its obligations under this Agreement (including Annex A) then Verint Americas Inc. will perform such obligations of the Company in the same manner and to the same extent the Company would be required to perform.

[Signature Page to follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement effective as of the day and year first above written.

**VERINT SYSTEMS INC.**

**EXECUTIVE**

By: /s/ Jane O'Donnell  
Name: Jane O'Donnell  
Title: Senior Vice President, Human Resources  
Date: July 13, 2011

Signature: /s/ Peter D. Fante  
Name (print): Peter D. Fante  
Date: July 13, 2011

**VERINT AMERICAS INC.**

By: /s/ Douglas Robinson  
Name: Douglas Robinson  
Title: Treasurer  
Date: July 13, 2011

**Exhibit A**

**RELEASE**

This RELEASE ("Release") dated this \_\_\_\_\_ day between Verint Systems Inc. (the "Company"), and \_\_\_\_\_ (Executive").

WHEREAS, the Company and Executive previously entered into an amended and restated employment agreement dated \_\_\_\_\_, 20\_\_\_\_ (the "Employment Agreement")

WHEREAS, Executive's employment with the Company (has been) (will be) terminated effective \_\_\_\_\_; and

WHEREAS, pursuant to Section 9 and/or Annex A of the Employment Agreement, Executive is entitled to certain compensation and benefits upon such termination, contingent upon the execution of this Release;

NOW, THEREFORE, in consideration of the premises and mutual agreements contained herein and in the Employment Agreement, the Company and Executive agree as follows:

1. Executive, on Executive's own behalf and on behalf of Executive's heirs, estate and beneficiaries, does hereby release the Company, and any of its affiliates, and each past or present officer, director, agent, or employee of any such entities (but with respect to any individual or agent, only in connection with such individual's or agent's official capacity with the Company or any affiliate and not in his or its personal capacity), from any and all claims made, to be made, or which might have been made of whatever nature, whether known or unknown, from the beginning of time, including those that arose as a consequence of Executive's employment with the Company or an affiliate thereof, or arising out of the severance of such employment relationship, or arising out of any act committed or omitted during or after the existence of such employment relationship, all up through and including the date on which this Release is executed, including, but not limited to, those which were, could have been or could be the subject of an administrative or judicial proceeding filed by Executive or on Executive's behalf under federal, state, local or other law, whether by statute, regulation, in contract or tort, and including, but not limited to, every claim for front pay, back pay, wages, bonus, benefits, any form of discrimination (including but not limited to, every claim of race, color, sex, religion, national origin, sexual preference, disability or age discrimination), wrongful termination, emotional distress, pain and suffering, breach of contract, compensatory or punitive damages, interest, attorney's fees, reinstatement or reemployment. If any court rules that such waiver of rights to file, or have filed on Executive's behalf, any administrative or judicial charges or complaints is ineffective, Executive agrees not to seek or accept any money damages or any other relief upon the filing of any such administrative or judicial charges or complaints relating to any claim released by Executive herein. Executive relinquishes any right to future employment with the Company or its affiliates and the Company and its affiliates shall have the right to refuse to re-employ Executive without liability. Executive acknowledges and agrees that even though claims and facts in addition to those now known or believed by Executive to exist may subsequently be discovered, it is Executive's intention to fully settle and release all claims

Executive may have against the Company and the persons and entities described above, whether known, unknown or suspected.

2. The Company and Executive acknowledge and agree that the release contained in Paragraph 1 hereof does not, and shall not be construed to, release or limit the scope of any existing obligation of the Company or any other person or entity (i) to indemnify, advance expenses to, and hold Executive harmless pursuant to applicable law or to the fullest extent permitted under the bylaws and/or certificate of incorporation of Company, the Employment Agreement and, if greater, the policies and procedures of Company that are presently in effect, or otherwise, (ii) to cover Executive under any applicable directors' and officers' liability insurance policies or pursuant to Section 13(c) of the Employment Agreement, (iii) to Executive with respect to the compensation, benefits and entitlements due following termination pursuant to Section 9 or Annex A of the Employment Agreement, (iv) with respect to any rights of Executive under, arising or preserved by the Employment Agreement (including Annex A) which survive termination of Executive's employment, (v) to Executive and Executive's eligible, participating dependents or beneficiaries under any existing group welfare or retirement plan of the Company in which Executive and/or such dependents are participants, or (vi) with respect to any other vested benefits or entitlements under the benefit plans, programs, policies, arrangements or agreements of the Company or any of its affiliates (including without limitation, Converse), including without limitation any equity and/or long-term incentive compensation plans, programs, policies, arrangements or agreements, in accordance with the terms of such plans, programs, policies, arrangements or related award agreements.

3. Executive acknowledges that Executive has been provided at least 21 days to review the Release and has been advised to review it with an attorney of Executive's choice. In the event Executive elects to sign this Release prior to this 21-day period, Executive agrees that it is a knowing and voluntary waiver of Executive's right to wait the full 21 days. Executive further understands that Executive has seven days after the signing hereof to revoke this Release by so notifying the Company in writing, such notice to be received by the Corporate Secretary within the seven-day period. Executive further acknowledges that Executive has carefully read this Release, knows and understands its contents and its binding legal effect. Executive acknowledges that by signing this Release, Executive does so of Executive's own free will and act and that it is Executive's intention that Executive be legally bound by its terms.

IN WITNESS WHEREOF, Executive has executed this Release on the date first above written.

By: \_\_\_\_\_  
Name:  
Title:

**Exhibit B**

**(Named Competitors)**

“Named Competitors” shall mean the following companies, including any Subsidiaries, divisions, or controlled affiliates thereof:

1. NICE
2. Autonomy
3. Aspect
4. Genesys
5. Milestone
6. Genetec
7. March Networks
8. Bosch Security Systems (video security business only)
9. ETI
10. JSI
11. SS8
12. Pen-Link
13. Dedicated Microcomputer Limited
14. Pelco
15. Cisco Systems (video security business only)
16. United Technologies Corp. (video security business only)
17. Honeywell International (video security business only)
18. Adsacom Inc.
19. RCS S.R.L.
20. Trovicor

## Annex A

### CHANGE IN CONTROL PROVISIONS

If Executive's employment is terminated by the Company without Cause or by Executive for Good Reason (i.e., excluding a termination by the Company for Cause, by the Executive without Good Reason, or as a result of death or Disability):

- (a) upon, or within 12 months following, a Change in Control;
- (b) at a time when the Company or Converse is party to an agreement, the consummation of which would result in the occurrence of a Change in Control (whether or not a Change in Control actually occurs);
- (c) within the six-month period preceding the entrance by the Company or Converse into an agreement, the consummation of which would result in the occurrence of a Change in Control (whether or not a Change in Control actually occurs), and such termination is made in contemplation of or in connection with the potential Change in Control;
- (d) within the nine-month period preceding the consummation of a Change in Control, and such termination is made in contemplation of or in connection with the potential Change in Control; or
- (e) in connection with a Board resolution or consent authorizing the payment of the amounts and benefits described in this Annex A:

(each, a "Change in Control Termination"), the Company shall pay Executive the amounts, and provide Executive the benefits, described in the balance of this Annex A (collectively, the "Change in Control Payments") in addition to any other severance payments or benefits otherwise payable to Executive under Section 9(b) of the Agreement (unless otherwise indicated in Annex A), plus the Accrued Rights.

For the avoidance of doubt, the provisions of Sections 2 and 4 of this Annex A shall apply and be operative regardless of whether or not Executive's employment is terminated and the entirety of this Annex A shall form a part of the Agreement whether or not referred to by the body of the Agreement.

For purposes of this Annex A (other than as provided in Section 2(i) of this Annex A), no payment that would otherwise be made and no benefit that would otherwise be provided, in each case, that would constitute deferred compensation within the meaning of Section 409A, upon a termination of employment shall be made or provided unless and until such termination of employment is also a "separation from service," as determined in accordance with Section 409A.



1. **Change in Control Severance Payments**

(a) A lump sum cash payment equal to 50% of the Base Salary (as in effect on the date of termination of Executive's employment, or if higher, as of the date immediately prior to the first event or circumstance constituting Good Reason in connection with such departure), payable to Executive on the 60<sup>th</sup> calendar day following (i) termination of Executive's employment in the case of clauses (a) and (b) of the definition of "Change in Control Termination", (ii) the execution of the agreement referenced in clause (c) of the definition of "Change in Control Termination" in the case of such clause (c), (iii) the occurrence of the Change in Control in the case of clause (d) of the definition of "Change in Control Termination" and (iv) the Board resolution in the case of clause (e) of the definition of "Change in Control Termination".

(b) In lieu of the Pro Rata Bonus due under Section 9(b)(iii)(B)(2) of the Agreement, a lump sum cash payment of a bonus equal to a pro rata portion of the Target bonus (as in effect on the date of termination of Executive's employment, or if higher, as of the date immediately prior to the first event or circumstance constituting Good Reason in connection with such departure), if any, that Executive would have been entitled to receive pursuant to Section 4 hereof in such year (if such year had been completed) based upon the percentage of the fiscal year that shall have elapsed through the date of Executive's termination of employment and, to the extent relevant to the calculation of Executive's bonus, Executive's actual performance and assuming that the Company's actual performance through the date of Executive's termination were annualized through the end of such year, payable to Executive on the 60<sup>th</sup> calendar day following (w) termination of Executive's employment in the case of clauses (a) and (b) of the definition of "Change in Control Termination", (x) the execution of the agreement referenced in clause (c) of the definition of "Change in Control Termination" in the case of such clause (c), (y) the occurrence of the Change in Control in the case of clause (d) of the definition of "Change in Control Termination" and (z) the Board resolution in the case of clause (e) of the definition of "Change in Control Termination".

(c) In lieu of the lump sum cash payment equal to the average Annual Bonus due under Section 9(b)(iii)(B)(3) of the Agreement, a lump sum cash payment equal to 150% of the Target bonus, or if higher, the Target bonus for the year immediately prior to the year in which a Change in Control occurs, payable to Executive on the 60<sup>th</sup> calendar day following (i) termination of Executive's employment in the case of clauses (a) and (b) of the definition of "Change in Control Termination", (ii) the execution of the agreement referenced in clause (c) of the definition of "Change in Control Termination" in the case of such clause (c), (iii) the occurrence of the Change in Control in the case of clause (d) of the definition of "Change in Control Termination" and (iv) the Board resolution in the case of clause (e) of the definition of "Change in Control Termination". The amount of any payment pursuant to this Section 1(c) will be reduced by the amount, if any, previously paid pursuant to Section 9(b)(iii)(B)(3) of the Agreement.

(d) As of Executive's termination date, all outstanding equity awards shall vest and become non-forfeitable, with any outstanding stock options immediately vesting and

becoming exercisable, the restriction period (including any vesting requirements) on any restricted stock and restricted stock units held by Executive shall lapse, and any other vesting requirements or conditions with respect to the foregoing or other equity-based awards (including any “phantom” awards) held by Executive shall lapse and be disregarded, and such awards shall be settled in accordance with the terms of the plan and/or the applicable award agreement; provided that (i) in event Executive holds one or more “tandem” awards, only one side of each such tandem award shall vest (pursuant to the terms and conditions of such awards) and (ii) notwithstanding the terms of the plan or the applicable award agreements, if the Company determines that the settlement of some or all of such awards in stock is not feasible at such time (for legal, regulatory, or other reasons), such awards will instead be settled in cash or cash-cancelled based on the fair market value of the Company’s stock at such time (as determined in good faith by the Board); all amounts or shares payable or deliverable under this paragraph to be paid or delivered to Executive on the 60<sup>th</sup> calendar day following (i) termination of Executive’s employment in the case of clauses (a) and (b) of the definition of “Change in Control Termination”, (ii) the execution of the agreement referenced in clause (c) of the definition of “Change in Control Termination” in the case of such clause (c), (iii) the occurrence of the Change in Control in the case of clause (d) of the definition of “Change in Control Termination” and (iv) the Board resolution in the case of clause (e) of the definition of “Change in Control Termination”.

## 2. **Gross Up**

(a) Anything in the Agreement or Annex A to the contrary notwithstanding, in the event that this Agreement becomes operative and it is determined (as hereafter provided) that any payment (other than the Gross-Up payments provided for in this Annex A) or distribution by the Company or any of its affiliates to or for the benefit of Executive, whether paid or payable or distributed or distributable pursuant to the terms of the Agreement, Annex A, or otherwise pursuant to or by reason of any other agreement, policy, plan, program or arrangement, including without limitation any stock option, performance share, performance unit, stock appreciation right or similar right, or the lapse or termination of any restriction on or the vesting or exercisability of any of the foregoing (all such payments and benefits, including the Change in Control Payments, being hereinafter referred to as the “Total Payments”), would be subject to the excise tax imposed by Section 4999 of the Code (or any successor provision thereto) by reason of being considered “contingent on a change in ownership or control” of the Company, within the meaning of Section 280G of the Code (or any successor provision thereto) or to any similar tax imposed by state or local law, or any interest or penalties with respect to such tax (such tax or taxes, together with any such interest and penalties, being hereafter collectively referred to as the “Excise Tax”), then Executive will be entitled to receive an additional payment or payments (collectively, a “Gross-Up Payment”). The Gross-Up Payment will be in an amount such that, after payment by Executive of all taxes (including any interest or penalties imposed with respect to such taxes), including any Excise Tax imposed upon the Gross-Up Payment, Executive retains an amount of the Gross-Up Payment equal to the Excise Tax imposed upon the Total Payments.

(b) Subject to the provisions of Section 2(f) of this Annex A, all determinations required to be made under this Annex A, including whether an Excise Tax is payable by Executive, Executive’s applicable tax rates and deductions, and the amount of such

Excise Tax and whether a Gross-Up Payment is required to be paid by the Company to Executive and the amount of such Gross-Up Payment, if any, will be made by a nationally recognized accounting firm (the “National Firm”) selected by Executive and reasonably acceptable to the Company. Executive will direct the National Firm to submit its determination and detailed supporting calculations to both the Company and Executive within 30 calendar days after the termination of Executive’s employment, if applicable, and any such other time or times as may be requested by the Company or Executive. If the National Firm determines that any Excise Tax is payable by Executive, the Company will pay the required Gross-Up Payment to Executive as provided in Section 2(h) of this Annex A. If the National Firm determines that no Excise Tax is payable by Executive with respect to any material benefit or amount (or portion thereof), it will, at the same time as it makes such determination, furnish the Company and Executive with an opinion that Executive has substantial authority not to report any Excise Tax on Executive’s federal, state or local income or other tax return with respect to such benefit or amount. As a result of the uncertainty in the application of Section 4999 of the Code and the possibility of similar uncertainty regarding applicable state or local tax law at the time of any determination by the National Firm hereunder, it is possible that Gross-Up Payments that will not have been made by the Company should have been made (an “Underpayment”), consistent with the calculations required to be made hereunder. In the event that the Company exhausts or fails to pursue its remedies pursuant to Section 2(f) of this Annex A and Executive thereafter is required to make a payment of any Excise Tax, Executive will direct the National Firm to determine the amount of the Underpayment that has occurred and to submit its determination and detailed supporting calculations to both the Company and Executive as promptly as possible. Any such Underpayment will be promptly paid by the Company to, or for the benefit of, Executive after receipt of such determination and calculations as provided in Section 2(h) of this Annex A.

(c) The Company and Executive will each provide the National Firm access to and copies of any books, records and documents in the possession of the Company or Executive, as the case may be, reasonably requested by the National Firm, and otherwise cooperate with the National Firm in connection with the preparation and issuance of the determinations and calculations contemplated by this Annex A. Any determination by the National Firm as to the amount of the Gross-Up Payment will be binding upon the Company and Executive.

(d) The federal, state and local income or other tax returns filed by Executive will be prepared and filed on a consistent basis with the determination of the National Firm with respect to the Excise Tax payable by Executive. Executive will report and make proper payment of the amount of any Excise Tax, and at the request of the Company, provide to the Company true and correct copies (with any amendments) of Executive’s federal income tax return as filed with the Internal Revenue Service and corresponding state and local tax returns, if relevant, as filed with the applicable taxing authority, and such other documents reasonably requested by the Company, evidencing such payment. If prior to the filing of Executive’s federal income tax return, or corresponding state or local tax return, if relevant, the National Firm determines that the amount of the Gross-Up Payment should be reduced, Executive will within ten business days pay to the Company the amount of such reduction.

(e) The fees and expenses of the National Firm for its services in connection with the determinations and calculations contemplated by this Annex A will be borne by the Company. If such fees and expenses are initially paid by Executive, the Company will reimburse Executive the full amount of such fees and expenses after receipt from Executive of a statement therefor and reasonable evidence of Executive's payment thereof as provided in Section 2(h) of this Annex A.

(f) Executive will notify the Company in writing of any claim by the Internal Revenue Service or any other taxing authority that, if successful, would require the payment by the Company of a Gross-Up Payment. Such notification will be given as promptly as practicable but no later than 10 business days after Executive actually receives notice of such claim and Executive will further apprise the Company of the nature of such claim and the date on which such claim is requested to be paid (in each case, to the extent known by Executive). Executive will not pay such claim prior to the expiration of the 30-calendar-day period following the date on which Executive gives such notice to the Company or, if earlier, the date that any payment of amount with respect to such claim is due. If the Company notifies Executive in writing prior to the expiration of such period that it desires to contest such claim, Executive will:

- (A) provide the Company with any written records or documents in Executive's possession relating to such claim reasonably requested by the Company;
- (B) take such action in connection with contesting such claim as the Company reasonably requests in writing from time to time, including without limitation accepting legal representation with respect to such claim by an attorney competent in respect of the subject matter and reasonably selected by the Company;
- (C) reasonably cooperate with the Company in good faith in order effectively to contest such claim; and
- (D) permit the Company to participate in any proceedings relating to such claim;

*provided, however*, that the Company will bear and pay directly all costs and expenses (including interest and penalties) incurred in connection with such contest and will indemnify and hold harmless Executive, on an after-tax basis, for and against any Excise Tax or income or other tax, including interest and penalties with respect thereto, imposed as a result of such representation and payment of costs and expenses. Without limiting the foregoing provisions of this Section 2(f), the Company will control all proceedings taken in connection with the contest of any claim contemplated by this Section 2(f) and, at its sole option, may pursue or forego any and all administrative appeals, proceedings, hearings and conferences with the taxing authority in respect of such claim (*provided, however*, that Executive may participate therein at Executive's own cost and expense) and may, at its option, either direct Executive to pay the tax claimed and sue for a refund or contest the claim in any permissible manner, and Executive agrees to prosecute such contest to a determination before any administrative tribunal, in a court

of initial jurisdiction and in one or more appellate courts, as the Company determines; *provided, however*, that if the Company directs Executive to pay the tax claimed and sue for a refund, the Company will advance the amount of such payment to Executive on an interest-free basis and will indemnify and hold Executive harmless, on an after-tax basis, from any Excise Tax or income or other tax, including interest or penalties with respect thereto, imposed with respect to such advance; and *provided further, however*, that any extension of the statute of limitations relating to payment of taxes for the taxable year of Executive with respect to which the contested amount is claimed to be due is limited solely to such contested amount. Furthermore, the Company's control of any such contested claim will be limited to issues with respect to which a Gross-Up Payment would be payable hereunder and Executive will be entitled to settle or contest, as the case may be, any other issue raised by the Internal Revenue Service or any other taxing authority.

(g) If, after the receipt by Executive of an amount advanced by the Company pursuant to Section 2(f) of this Annex A, Executive receives any refund with respect to such claim, Executive will (subject to the Company's complying with the requirements of Section 2(f) of this Annex A) promptly pay to the Company the amount of such refund (together with any interest paid or credited thereon after any taxes applicable thereto). If, after the receipt by Executive of an amount advanced by the Company pursuant to Section 2(f) of this Annex A, a determination is made that Executive is not entitled to any refund with respect to such claim and the Company does not notify Executive in writing of its intent to contest such denial or refund prior to the expiration of 30 calendar days after such determination, then such advance will be forgiven and will not be required to be repaid and the amount of any such advance will offset, to the extent thereof, the amount of Gross-Up Payment required to be paid by the Company to Executive pursuant to this Annex A.

(h) Notwithstanding any other provision of this Annex A to the contrary, but subject to Section 13(h) of the Agreement, all taxes and expenses described in this Annex A will be paid or reimbursed within five business days after Executive submits evidence of incurrence of such taxes and/or expenses; *provided* that in all events such reimbursement will be made on or before the last day of the year following (a) the year in which the applicable taxes are remitted or expenses are incurred or (b) in the case of reimbursement of expenses incurred due to a tax audit or litigation in which there is no remittance of taxes, the year in which the audit is completed or there is a final and nonappealable settlement or other resolution of the litigation, in accordance with Treasury Regulation §1.409A-3(i)(1)(v). Executive will be required to submit all requests for reimbursements no later than 30 days prior to the last day for reimbursement described in the prior sentence. Each provision of reimbursements pursuant to this Annex A will be considered a separate payment and not one of a series of payments for purposes of Section 409A. Any expense reimbursed by the Company in one taxable year in no event will affect the amount of expenses required to be reimbursed by the Company in any other taxable year.

(i) The Company's obligation to make the Gross-Up Payment under Section 2(a) of this Annex A will not be conditioned upon Executive's termination of employment.

3. If Executive's employment terminates and such termination is a Change in Control Termination, then notwithstanding the provisions of Sections 1 and 2 of this Annex A, the Company shall deposit any and all cash amounts payable or shares (or cash proceeds thereof) deliverable to Executive under Section 9(b)(iii) of the Agreement (including any amount due under Section 9(b)(iii) of the Agreement if a Delayed Payment would result in the payment being made after the Change in Control), and Sections 1(a), 1(b), 1(c), 1(d) or 2(a) of this Annex A (including any estimated Delayed Payments (as defined in Section 13(h) of the Agreement) and estimated Additional Delayed Payments (as defined in Section 13(h) of the Agreement)) into an irrevocable grantor trust (established pursuant to a trust agreement approved by the Board in good faith) (the "Grantor Trust") not later than the 10th business day following Executive's termination date. From and after such time until the payment of all amounts from the Grantor Trust, the Company shall deposit additional amounts into the Grantor Trust on a monthly basis equal to the interest accrued on the cash amounts contained therein (including the interest paid previously) at the United States five-year Treasury Rate, and the amounts and property held in the Grantor Trust shall be paid/delivered to Executive (in accordance with the terms of the Grantor Trust) on the payment/delivery dates specified in Section 9(b)(iii) of the Agreement and Sections 1 and 2 of this Annex A, or if required by Section 13(h) of the Agreement, on the Permissible Payment Date (as defined in Section 13(h) of the Agreement).

4. The Company shall pay to Executive all reasonable legal fees and expenses incurred by Executive in disputing any issue under Section 9(e) of the Agreement or this Annex A relating to the termination of Executive's employment or in seeking in good faith to interpret, obtain or enforce any benefit or right provided by Section 9(e) of the Agreement or this Annex A, in each case, regardless of the outcome. Such payments shall be made within five days (but in any event no later than December 31st of the year following the year in which Executive incurs the expenses) after delivery of Executive's written requests for payment accompanied with such evidence of fees and expenses incurred as the Company reasonably may require; *provided* that (a) the amount of such legal fees and expenses that the Company is obligated to pay in any given calendar year shall not affect the legal fees and expenses that the Company is obligated to pay in any other calendar year, (b) Executive's right to have the Company pay such legal fees and expenses may not be liquidated or exchanged for any other benefit, and (c) Executive shall not be entitled to reimbursement unless Executive has submitted an invoice for such fees and expenses at least ten days before the end of the calendar year next following the calendar year in which such fees and expenses were incurred.

**Schedule I**  
**to Amended and Restated Employment Agreement**

Name of Executive: Peter D. Fante

1. Position: Chief Legal Officer. Executive shall also serve as the Company's Chief Compliance Officer, provided that it will not constitute "Good Reason" under the Agreement if the Company appoints someone else Chief Compliance Officer to the extent that: (i) such person reports to the Executive or (ii) such appointment is made, or the reporting line for such person is established, at the request of a law enforcement or regulatory agency.
2. Annual Base Salary: \$345,000
3. Annual Bonus Target: \$167,500
4. Annual Vacation: Four weeks
5. Perquisites (if any): Annual \$12,000 car allowance  
Annual \$8,000 reimbursement for legal, tax and financial counsel
6. Months of severance: 12
7. Multiplier for bonus in the event of severance: 100%.
8. Months of COBRA reimbursement on termination without Cause, resignation for Good Reason, or death: 12

## SECOND AMENDED AND RESTATED EMPLOYMENT AGREEMENT

SECOND AMENDED AND RESTATED EMPLOYMENT AGREEMENT (this "Agreement") dated as of July 13, 2011 ("Effective Date") by and between Verint Systems Inc. (the "Company") and Elan Moriah ("Executive").

**WHEREAS**, the Executive currently holds the position indicated on Schedule I hereto with the Company (the "Position") and desires to continue in such Position, pursuant to the terms and conditions set forth in this Agreement;

**WHEREAS**, the Company desires to continue to employ the Executive in the Position; and

**WHEREAS**, both parties wish to set forth their understanding and agreement regarding the employment of the Executive by the Company;

**NOW THEREFORE**, in consideration of the premises and mutual covenants herein and for other good and valuable consideration, the parties agree as follows:

1. Term of Employment. Subject to the provisions of Section 9 hereof and Annex A of this Agreement, Executive shall be employed by the Company for a period commencing on the Effective Date and ending on January 31, 2013 (the "Employment Term") on the terms and subject to the conditions set forth in this Agreement; *provided, however*, that commencing with February 1, 2013, and on each anniversary thereafter (each an "Extension Date"), the Employment Term shall be automatically extended for an additional one-year period, unless the Company or Executive provides the other party hereto 90 days prior written notice before the next Extension Date that the Employment Term shall not be so extended.

2. Position.

a. During the Employment Term, Executive shall serve in the capacity of the Position. In such Position, Executive shall perform duties of the type customarily performed by persons serving in such Position at corporations of the size, type and nature of the Company. Executive shall report to the President & Chief Executive Officer of the Company ("Supervisor").

b. During the Employment Term, Executive will devote Executive's full business time and best efforts to the performance of Executive's duties hereunder and will not engage in any other business, profession or occupation for compensation or otherwise which would conflict or interfere with the rendition of such services either directly or indirectly, without the prior written consent of Executive's Supervisor; *provided* in each case, and in the aggregate, that such activities do not conflict or interfere with the performance of Executive's duties hereunder or conflict with Sections 10 or 11 hereof.

3. Base Salary. During the Employment Term, the Company shall pay Executive a base salary at the annual rate indicated on Schedule I hereto, payable in regular installments in accordance with the Company's payroll practices for senior executive officers. Executive shall

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be entitled to such increases in Executive's base salary, if any, as may be determined from time to time in the sole discretion of Executive's Supervisor and/or the Committee, as applicable. Executive's annual base salary, as in effect from time to time, is hereinafter referred to as the "Base Salary."

4. Annual Bonus. With respect to the fiscal year beginning with February 1, 2009 and each full fiscal year during the Employment Term, Executive shall be eligible to earn an annual bonus award the target for which is set forth on Schedule I hereto (the "Target") based upon the achievement of performance goals established by Executive's Supervisor (or the Committee, if applicable). Executive shall be entitled to such increases in the Target, if any, as may be determined from time to time in the sole discretion of Executive's Supervisor (or the Committee, if applicable). Executive's annual bonus award, as in effect from time to time, is hereinafter referred to as the "Annual Bonus." The Annual Bonus will be paid in accordance with the Company's normal payroll practices for senior executive bonuses, but no later than the later of the 15th calendar day of the third month following the end of Executive's first taxable year in which the right to payment is no longer subject to a "substantial risk of forfeiture" (within the meaning of Section 409A) or the 15th calendar day of the third month following the end of the Company's first taxable year in which the right to payment is no longer subject to a "substantial risk of forfeiture" (within the meaning of Section 409A). The determination as to whether the performance goals have been achieved and whether and to what extent any bonus is to be paid with respect to such achievement shall be made in the sole discretion of the Supervisor (or the Committee, if applicable) and shall be consistent with and subject to the requirements set forth in Section 162(m) of the Code with respect to individuals who are "covered employees" within the meaning of Section 162(m) of the Code. For the avoidance of doubt, unless otherwise provided in this Agreement, Executive's Annual Bonus shall remain subject to a "substantial risk of forfeiture" until the date when the Supervisor or the Committee (as applicable) makes a determination as to the satisfaction of the relevant performance goal or goals relating to such bonus and the extent of the payment thereof.

5. Change in Control. Upon a Change in Control (as defined herein or in the applicable stock incentive compensation plan), if outstanding equity awards held by all senior executives of the Company are not assumed in connection with such Change in Control, all Executive's outstanding equity awards shall vest and become non-forfeitable, with any outstanding stock options immediately vesting and becoming exercisable, the restriction period (including any vesting requirements) on any restricted stock and restricted stock units held by Executive shall lapse, and any other vesting requirements or conditions with respect to the foregoing or other equity-based awards (including any "phantom" awards) held by Executive shall lapse and be disregarded. For purposes of this Section 5, an equity award shall be considered assumed if, and only if, each of the following conditions are met: (i) stock options and stock appreciation rights are converted into a replacement award in a manner that complies with Section 409A and preserves the intrinsic value of the equity award on the date of the Change in Control; (ii) restricted stock units and restricted stock awards are converted into a replacement award covering a number of shares of common stock of the entity effecting the Change in Control (or a successor or parent corporation), as determined on a basis no less favorable to the holder of such award than the treatment applied to shareholders generally; *provided* that to the extent that any portion of the consideration received by holders of the Company common stock in the Change in Control transaction is not in the form of the common

stock of such entity (or a successor or parent corporation), the number of shares covered by the replacement award shall be based on the average of the high and low selling prices of the common stock of such entity (or a successor or parent corporation) that is the subject of the replacement award on the established stock exchange on the trading day immediately preceding the date of the Change in Control; (iii) the replacement award contains provisions for scheduled vesting, attainability of performance targets (if applicable) and treatment on termination of employment (including the definition of Cause and Good Reason as set forth in the controlling document) that are no less favorable to the holder than the underlying award being replaced (including taking into account any provisions of any employment agreement), and all other terms of the replacement award (other than the security and number of shares represented by the replacement award) are no less favorable to the holder than the underlying award; and (iv) the security represented by the replacement award is of a class that is publicly held and traded on an established stock exchange. In the event Executive's awards are assumed in connection with a Change in Control in accordance with this Section 5, his underlying award(s), and any replacement award(s), shall be treated no less favorably than the standards set forth in clauses (i) through (iv) of the preceding sentence.

6. Employee Benefits. During the Employment Term, Executive shall receive employee benefits and be eligible to participate in all employee benefit plans in a manner commensurate with other senior executive officers of the Company.

7. Business Expenses; Perquisites; Vacation.

a. Expenses. During the Employment Term, reasonable business expenses incurred by Executive in the performance of Executive's duties hereunder shall be reimbursed by the Company in accordance with Company policies and subject to the Reimbursement Rules (as described in Section 13(h)(v) hereof).

b. Perquisites. During the Employment Term, the Company shall provide Executive with the perquisites indicated on Schedule I hereto, if any.

c. Vacation. Executive shall be entitled to the number of weeks of paid vacation per calendar year provided for under the Company's regular vacation policy based on Executive's tenure with the Company.

8. Clawback. Notwithstanding anything to the contrary, if the Company's financial statements for FY 2007 and thereafter are restated due to material noncompliance, as a result of misconduct by Executive, with any financial reporting requirement under the U.S. securities laws applicable to such fiscal year, Executive shall, at the request of the Committee, return or forfeit, as applicable, all or a portion (but no more than 100%) of any bonus or any incentive award (including equity awards) made to Executive during the Employment Term as incentive for the specific fiscal year or years (in the case of equity awards granted during the Employment Term, the portion of the award vested during such fiscal year or years) required to be restated for FY 2007 and thereafter. For example, if Executive is granted an award in FY 2009 (and during the Employment Term) that vests in installments based on performance in FY 2010 and 2011, and the Company's financial statements for FY 2010 are required, as a result of misconduct by Executive, to be restated due to material noncompliance with any financial reporting

requirements as set forth above, the portion of the award which vests in FY 2010 based on achievement of the performance targets for FY 2010 shall be subject to clawback in accordance with this Section 8, but the portion of the award which vests in FY 2011 shall not be subject to forfeiture or clawback. Or, if based on the same facts as set forth in the preceding sentence, Executive is paid a bonus in FY 2011 for performance in FY 2010, such bonus shall be subject to clawback in accordance with this Section 8, but not any bonus paid for any other fiscal year. The amount to be recovered from Executive shall be the amount by which the bonus or incentive compensation award exceeded the amount that would have been payable to Executive had the financial statements been initially filed as restated (including, but not limited to, the entire award), as reasonably determined by the Committee. The Committee shall determine whether the Company shall effect any such recovery (i) by seeking repayment from Executive, (ii) by reducing (subject to applicable law, including Section 409A, and the terms and conditions of the applicable plan, program or arrangement) the amount that would otherwise be payable to Executive under any compensatory plan, program or arrangement maintained by the Company, (iii) by withholding payment of future increases in compensation (including the payment of any discretionary bonus amount) or grants of compensatory awards that would otherwise have been made in accordance with the Company's compensation practices, or (iv) by any combination of the foregoing.

9. Termination. The Employment Term and Executive's employment hereunder may be terminated by either party at any time and for any reason; *provided* that Executive will be required to give the Company at least 60 days advance written notice of any resignation of Executive's employment. Notwithstanding any other provision of this Agreement, the provisions of this Section 9 and Annex A shall exclusively govern Executive's rights upon termination of employment with the Company and its affiliates.

a. Termination by the Company for Cause or by Executive's Resignation Without Good Reason.

(i) The Employment Term and Executive's employment hereunder may be terminated by the Company for Cause (as defined below) and shall terminate automatically upon Executive's resignation without Good Reason (as defined in Section 9(b)(ii) hereof).

(ii) For purposes of this Agreement, "Cause" shall mean: (A) (i) conviction of, or plea of guilty or nolo contendere to a felony or (ii) indictment for a crime involving dishonesty, fraud or moral turpitude which is materially harmful to the Company or any of its Subsidiaries (including reputational harm); (B) willful and intentional breach by Executive of Executive's obligations to the Company or any of its Subsidiaries or pursuant to this Agreement which is materially harmful to the Company or any of its Subsidiaries; (C) willful misconduct, or any willful dishonest or willful fraudulent act by Executive in connection with Executive's performance of his duties for the Company which is materially harmful to the Company; (D) material violation of any U.S. federal securities laws, rules or regulations, as determined by a U.S. court or any other U.S. government body of compliant jurisdiction; (E) material violation of any material Company policy or procedure provided to Executive, including without limitation a material violation of the Company's Code of Business Conduct and Ethics and the Company's policies on harassment, discrimination or substance abuse, resulting in

material and demonstrable harm to the Company; or (F) Executive's gross neglect of his material duties for the Company which is materially harmful to the Company or any of its Subsidiaries; provided that Executive does not cure such misconduct described in (B), (C) or (F), or such misconduct is not susceptible to cure, within 15 days following his receipt from the Company of written notice of the same. No termination for Cause shall qualify as a termination for Cause under this Agreement unless made by a majority of the Board, at a meeting of the Board, held for such purpose, where Executive and his counsel had an opportunity, on at least 15 days notice, to be heard before the Board.

(iii) If Executive's employment is terminated by the Company for Cause, or if Executive resigns without Good Reason, Executive shall be entitled to receive:

- (A) the Base Salary through the date of termination;
- (B) any Annual Bonus earned, but unpaid, as of the date of termination for the immediately preceding fiscal year, paid in accordance with Section 4 hereof;
- (C) to the extent permitted by the Company's vacation policy or to the extent required by applicable law, payment for accrued but unused vacation;
- (D) such Employee Benefits, if any, as to which Executive may be entitled under the employee benefit plans of the Company; and
- (E) any amounts owed to Executive under Section 13(c) hereof (the amounts described in clauses (A) through (E) hereof being referred to as the "Accrued Rights").

Following such termination of Executive's employment by the Company for Cause or resignation by Executive without Good Reason, except as set forth in this Section 9(a)(iii), Executive shall have no further rights to any compensation or any other benefits under this Agreement.

b. Termination by the Company Without Cause or Resignation by Executive for Good Reason (Whether or Not in Connection With a Change in Control).

(i) The Employment Term and Executive's employment hereunder may be terminated by the Company without Cause or by Executive's resignation for Good Reason.

(ii) For purposes of this Agreement, "Good Reason" means the occurrence of any of the following events without Executive prior written consent (A) a significant reduction in Executive's authorities duties, position, titles or reporting status; (B) the assignment to Executive of duties inconsistent with Executive's status as Position or an adverse alteration in the nature of Executive's duties and/or responsibilities, reporting relationships, positions, titles or authority; provided, however, Good Reason shall not exist where such an assignment or alteration is due solely to the Company ceasing to be an issuer of registered securities; (C) a material reduction by the Company in Executive's Base Salary or Target bonus;

(D) the Company's provision of a non-extension notice under Section 1 hereof; or (E) the relocation of Executive's place of employment or the Company's corporate headquarters by more than 25 miles from their location as of the Effective Date; (F) a material breach by the Company of any provision of this Agreement or any other agreement between Executive and Company and its Subsidiaries or (G) any failure by the Company to obtain the assumption in writing of any obligation of the Company or any affiliate to perform any agreement between Executive and the Company or any affiliate by any successor to all or substantially all of the assets of the Company, whether by operation of law or contractually, as of the date of such transaction, provided that the events described in this Section 9(b)(ii) shall, except with respect to the foregoing clause (D), constitute Good Reason only if the Company fails to cure such event within 30 days after receipt from Executive of written notice of the event which constitutes Good Reason; provided, further, that "Good Reason" shall cease to exist for an event on the 90th day following the later of its occurrence or Executive's knowledge thereof, unless Executive has given the Company written notice thereof prior to such date.

(iii) If Executive's employment is terminated by the Company without Cause (other than by reason of death or Disability) or if Executive resigns for Good Reason, Executive shall be entitled to receive:

(A) the Accrued Rights; and

(B) subject to Executive's continued compliance with the provisions of Sections 10 and 11 hereof:

(1) a lump sum cash payment of the Base Salary, as in effect on the date of termination of Executive's employment or, if higher, as of the date immediately prior to the first event or circumstance constituting Good Reason in connection with such departure, equal to the number of months set forth on Schedule I hereto after the date of such termination, payable on the 60th calendar day following the termination of Executive's employment;

(2) a lump sum cash payment of a pro rata portion of the Annual Bonus, if any, that Executive would have been entitled to receive pursuant to Section 4 hereof in such year following the conclusion of the performance period, based upon the percentage of the fiscal year that shall have elapsed through the date of Executive's termination of employment and Executive's and the Company's actual performance for the applicable performance period, payable at the same time bonuses are paid to other senior executives of the Company for such fiscal year, but no later than the later of the 15th calendar day of the third month following the end of Executive's first taxable year in which the right to payment is no longer subject to a "substantial risk of forfeiture" (within the meaning of Section 409A) or the 15th calendar day of the third month following the end of the Company's first taxable year in which the right to payment is no longer subject to a "substantial risk of forfeiture" (the "Pro Rata Bonus");

(3) a lump sum cash payment equal to the percentage set forth on Schedule I hereto of the average Annual Bonus actually paid or payable with respect to the three most recently completed years (or, if three years have not been completed, such fewer number of completed years, or, if no year has been completed, the Target), payable on the 60th calendar day following termination of Executive's employment; and

(4) for the number of months set forth on Schedule I hereto, following the date of termination of employment, the Company will reimburse the Executive for the cost (on a grossed-up basis) of maintaining health benefits under a group health plan of the Company or a Subsidiary of the Company; *provided* that (i) the Executive timely elects the continuation of group health plan benefits under the Consolidated Omnibus Budget Reconciliation Act of 1985 (“COBRA”), (ii) the Executive makes a payment to the Company in an amount equal to the monthly premium payments (both the employee and employer portion) required to maintain such coverage, and (iii) such reimbursement shall comply with the Reimbursement Rules (as described in Section 13(h)(v) hereof). The parties acknowledge that this coverage will count towards the Company’s and such group health plan’s obligation to provide Executive with the right to continuation coverage pursuant to COBRA and that Executive will be able to continue such coverage at his or her own expense for the balance of the period provided under COBRA. For the avoidance of doubt, the foregoing will not cover any short-term or long-term disability insurance benefits.

Following Executive’s termination of employment under this Section 9(b) by the Company without Cause (other than by reason of Executive’s death or Disability) or by Executive’s resignation for Good Reason, in each case, which does not qualify as a Change in Control Termination, except as set forth in this Section 9(b)(iii), Executive shall have no further rights to any compensation or any other benefits under this Agreement unless Executive’s termination is also a Change in Control Termination. In this event, Executive shall be entitled to the additional payments, benefits or entitlements under Annex A.

c. Termination Upon Death.

- (i) The Employment Term and Executive’s employment hereunder shall terminate upon Executive’s death.
- (ii) Upon termination of Executive’s employment hereunder upon Executive’s death, Executive’s estate shall be entitled to

receive:

- (A) the Accrued Rights;
- (B) a lump sum cash payment of the Pro Rata Bonus, if any, payable as provided in Section 9(b)(iii)(B)(2)

hereof; and

(C) for the number of months set forth on Schedule I hereto, following the date of termination of employment, the Company will reimburse the Executive’s spouse and eligible dependents for the cost (on a grossed-up basis) of maintaining health benefits for Executive’s spouse and eligible dependents under a group health plan of the Company or a Subsidiary of the Company; *provided* that (i) Executive’s spouse and/or legal guardian for Executive’s eligible dependents timely elects the continuation of group health plan benefits under COBRA, (ii) Executive’s spouse and/or legal guardian for Executive’s eligible dependents makes a payment to the Company in an amount equal to the monthly premium payments (both the employee and employer portion) required to maintain such coverage, and (iii) such reimbursement shall comply with the Reimbursement Rules (as described in Section 13(h)(v) hereof). The

parties acknowledge that this coverage will count towards the Company's and such group health plan's obligation to provide Executive's spouse and eligible dependents with the right to continuation coverage pursuant to COBRA and that Executive's spouse and/or eligible dependents will be able to continue such coverage at their own expense for the balance of the period provided under COBRA. For the avoidance of doubt, the foregoing will not cover any short-term or long-term disability insurance benefits.

Following Executive's termination of employment due to death, except as set forth in this Section 9(c)(ii), Executive shall have no further rights to any compensation or any other benefits under this Agreement.

d. Termination Upon Disability.

(i) The Employment Term and Executive's employment hereunder shall be terminated by the Company if Executive becomes disabled within the meaning of the Company's applicable long-term disability plan then in effect ("Disability").

(ii) Upon termination of Executive's employment hereunder for Disability, Executive or Executive's estate (as the case may be) shall be entitled to receive:

(A) the Accrued Rights;

(B) a lump sum cash payment of the Pro Rata Bonus, if any, payable as provided in Section 9(b)(iii)(B)(2)

hereof;

(C) a lump sum cash payment equal to the greater of (i) six months or (ii) the number of full and partial months from the date of termination of employment and until the date on which the Executive would be eligible to receive benefits under the Company's long-term disability plan applicable to the Executive (but in no event more than 12 months) (such greater period, the "Overlap Period") of the Base Salary, as in effect on the date of termination of Executive's employment, payable on the 60th calendar day following termination of Executive's employment; and

(D) for a period equal to the Overlap Period following the date of termination of employment, the Company will reimburse the Executive for the cost (on a grossed-up basis) of maintaining health benefits under a group health plan of the Company or a Subsidiary of the Company; provided that (i) the Executive timely elects the continuation of group health plan benefits under COBRA, (ii) the Executive makes a payment to the Company in an amount equal to the monthly premium payments (both the employee and employer portion) required to maintain such coverage, and (iii) such reimbursement shall comply with the Reimbursement Rules (as described in Section 13(h)(v) hereof). The parties acknowledge that this coverage will count towards the Company's and such group health plan's obligation to provide Executive with the right to continuation coverage pursuant to COBRA and that Executive will be able to continue such coverage at his or her own expense for the balance of the period provided under COBRA. For the avoidance of doubt, the foregoing will not cover any short-term or long-term disability insurance benefits.

Following Executive's termination of employment due to Disability, except as set forth in this Section 9(d)(ii), Executive shall have no further rights to any compensation or any other benefits under this Agreement.

e. Termination by the Company Without Cause or Resignation by Executive for Good Reason Which Qualifies as a Change in Control Termination (as defined in Annex A). If the Employment Term and Executive's employment hereunder is terminated by the Company without Cause or by Executive's resignation for Good Reason, in either case, in a manner that qualifies as a Change in Control Termination within the meaning of Annex A, Executive shall be entitled to the payments, benefits and entitlements under Section 9(b)(iii) hereof as well as the additional payments, benefits and entitlements under Annex A.

f. Expiration of Employment Term. In the event that the Company elects not to extend the Employment Term pursuant to Section 1 hereof, such event will constitute Good Reason. In the event Executive does not terminate Executive's employment for Good Reason (as provided above), the Employment Term will expire on the Extension Date that immediately follows the date of the notice of non-extension. In the event Executive elects not to extend the Employment Term pursuant to Section 1 hereof, the Employment Term will expire on the Extension Date that immediately follows the date of the notice of non-extension. For the avoidance of doubt, Executive's election not to renew shall not be deemed to waive any right of Executive under this Agreement prior to the expiration of this Agreement, including Executive's right to terminate employment for Good Reason upon the occurrence, following the notice of non-extension, of a subsequent event that otherwise would constitute Good Reason under this Agreement. Upon the expiration of the Employment Term and in the event Executive continues employment with the Company, Executive will execute the Company's then-standard form of employment letter agreement.

g. Notice of Termination. Any purported termination of employment by the Company or by Executive (other than due to Executive's death) shall be communicated by written Notice of Termination (as defined below) to the other party hereto in accordance with Section 13(j) hereof. For purposes of this Agreement, a "Notice of Termination" shall mean a notice which shall indicate the specific termination provision in this Agreement relied upon and shall set forth in reasonable detail the facts and circumstances claimed to provide a basis for termination of employment under the provision so indicated. For purposes of termination of employment in the case of Disability, date of termination shall be 30 days from receipt by Executive of the Notice of Termination and Executive has not returned to work.

h. Board/Committee Resignation. Upon termination of Executive's employment for any reason, if applicable, Executive agrees to resign, as of the date of such termination and to the extent applicable, from the Board (and any committees thereof) and the board of directors (and any committees thereof) of any of the Company's affiliates.

i. No Mitigation; No Offset. In the event of any termination of Executive's employment under this Section 9, Executive shall be under no obligation to seek other employment and there shall be no offset against amounts due to Executive under this Agreement on account of any compensation attributable to any subsequent employment that he may obtain.



j. Return of Company Property. Immediately following the date of any termination of Executive's employment, Executive or his personal representative shall immediately return all Company property in his possession, including but not limited to all computer equipment (hardware and software), telephones, facsimile machines, palm pilots and other communication devices, credit cards, office keys, security access cards, badges, identification cards and all copies (including drafts) of any documentation or information (however stored) relating to the business of the Company, its customers and clients or its prospective customers and clients.

k. Waiver and Release. As a condition precedent to receiving the compensation and benefits provided under Sections 9(b), 9(d) and 9(e) hereof, Executive shall execute the waiver and release attached to this Agreement as Exhibit A (the "Release"). If the Release has not been executed and delivered to the Company within 60 calendar days following termination of Executive's employment, the Company will cease to have any obligations to make any payments or provide any benefits under Sections 9(b), 9(d) or 9(e) hereof, other than Executive's right to continued benefits under COBRA at Executive's own cost.

10. Non-Competition; Non-Solicitation.

a. Executive acknowledges and recognizes the highly competitive nature of the businesses of the Company and its affiliates and accordingly agrees as follows:

(i) During the Employment Term and, for a period of two years following the date Executive ceases to be employed by the Company (the "Restricted Period"), Executive will not, whether on Executive's own behalf or on behalf of or in conjunction with any person, firm, partnership, joint venture, association, corporation or other business organization, entity or enterprise whatsoever ("Person"), directly or indirectly, solicit or assist in soliciting in competition with the Company or its affiliates, the business of any client or prospective client:

(A) with whom Executive had personal contact or dealings on behalf of the Company or its affiliates during Executive's employment;

(B) with whom employees reporting to Executive have had personal contact or dealings on behalf of the Company or its affiliates during Executive's employment; or

(C) for whom Executive had direct or indirect responsibility during Executive's employment.

(ii)

(A) During the Restricted Period, Executive will not himself or herself perform, or provide management of, supervision of, or advice on any other Person's performance of, Competitive Responsibilities. The term "Competitive Responsibilities," means duties and responsibilities that (x) are the same as or substantially similar to the duties and responsibilities Executive performed on behalf of the Company or its Subsidiaries within the two-year period prior to Executive's termination date and (y) involve the development, marketing, distribution, sale, or

support of products or services that are competitive with the products or services offered by the Company and its Subsidiaries as of Executive's termination date.

(B) In addition to the restrictions in the preceding subsection, during the Restricted Period, Executive will not engage in any activity, whether as an officer, director, employee, consultant, partner, principal, member, shareholder, owner, or agent on behalf of any Named Competitor. The term "Named Competitor" means the companies listed on Exhibit B hereto, including any Subsidiaries, divisions, or controlled affiliates thereof.

(iii) Notwithstanding anything to the contrary in this Agreement, Executive may, directly or indirectly own, solely as an investment, securities of any Person engaged in the business of the Company or its affiliates which are publicly traded on a national or regional stock exchange or on the over-the-counter market if Executive (A) is not a controlling person of, or a member of a group which controls, such person and (B) does not, directly or indirectly, own 2% or more of any class of securities of such Person.

(iv) During the Restricted Period, Executive will not, whether on Executive's own behalf or on behalf of or in conjunction with any Person, directly or indirectly:

(A) solicit or encourage any employee of the Company or its affiliates to leave the employment of the Company or its affiliates;

(B) solicit from or encourage any consultant then under contract with the Company or its affiliates to cease to work with the Company or its affiliates; or,

(C) hire any such employee who was employed by the Company or its affiliates as of the date of Executive's termination of employment with the Company or who left the employment of the Company or its affiliates coincident with, or within one year prior to or after, the termination of Executive's employment with the Company.

b. It is expressly understood and agreed that although Executive and the Company consider the restrictions contained in Sections 10 and 11 hereof to be reasonable, if a final judicial determination is made by a court of competent jurisdiction that the time or territory or any other restriction contained in this Agreement is an unenforceable restriction against Executive, the provisions of this Agreement shall not be rendered void but shall be deemed amended to apply as to such maximum time and territory and to such maximum extent as such court may judicially determine or indicate to be enforceable. Alternatively, if any court of competent jurisdiction finds that any restriction contained in this Agreement is unenforceable, and such restriction cannot be amended so as to make it enforceable, such finding shall not affect the enforceability of any of the other restrictions contained herein.

11. Confidentiality.

(i) Executive will not at any time (whether during or after Executive's employment with the Company) (A) retain or use for the benefit, purposes or account of Executive or any other Person; or (B) disclose, divulge, reveal, communicate, share, transfer or provide access to any Person outside the Company and its affiliates (other than its professional advisers who are bound by confidentiality obligations), any non-public, proprietary or confidential information — including without limitation trade secrets, know-how, research and development, software, databases, inventions, processes, formulae, technology, designs and other intellectual property, information concerning finances, investments, profits, pricing, costs, products, services, vendors, customers, clients, partners, investors, personnel, compensation, recruiting, training, advertising, sales, marketing, promotions, government and regulatory activities and approvals — concerning the past, current or future business, activities and operations of the Company, its Subsidiaries or affiliates and/or any third party that has disclosed or provided any of same to the Company on a confidential basis (“Confidential Information”) without the prior written authorization of the Company.

(ii) “Confidential Information” shall not include any information that is (A) generally known to the industry or the public other than as a result of Executive's breach of this covenant or any breach of other confidentiality obligations by third parties; (B) made legitimately available to Executive by a third party without breach of any confidentiality obligation; or (C) required by law to be disclosed; provided that Executive shall give prompt written notice to the Company of such requirement, disclose no more information than is so required, and cooperate with any attempts by the Company to obtain a protective order or similar treatment.

(iii) Upon termination of Executive's employment with the Company for any reason, Executive shall (A) cease and not thereafter commence use of any Confidential Information or intellectual property (including without limitation, any patent, invention, copyright, trade secret, trademark, trade name, logo, domain name or other source indicator) owned or used by the Company, its Subsidiaries or affiliates; (B) immediately destroy, delete, or return to the Company, at the Company's option, all originals and copies in any form or medium (including memoranda, books, papers, plans, computer files, letters and other data) in Executive's possession or control (including any of the foregoing stored or located in Executive's office, home, laptop or other computer, whether or not Company property) that contain Confidential Information or otherwise relate to the business of the Company, its affiliates and Subsidiaries, except that Executive may retain only those portions of any personal notes, notebooks and diaries that do not contain any Confidential Information; and (C) notify and fully cooperate with the Company regarding the delivery or destruction of any other Confidential Information of which Executive is or becomes aware.

(iv) Executive shall not improperly use for the benefit of, bring to any premises of, divulge, disclose, communicate, reveal, transfer or provide access to, or share with the Company any confidential, proprietary or non-public information relating to a former employer or other third party without the prior written permission of such third party. Executive hereby indemnifies, holds harmless and agrees to defend the Company and its officers, directors, partners, employees, affiliates, agents and representatives from any breach of the foregoing covenant. Executive shall comply with all relevant policies and guidelines of the Company, including regarding the protection of confidential information and intellectual property and

potential conflicts of interest. Executive acknowledges that the Company may amend any such policies and guidelines from time to time, and that Executive remains at all times during the Employment Term bound by their most current version.

12. Specific Performance. Executive acknowledges and agrees that the Company's remedies at law for a breach or threatened breach of any of the provisions of Section 10 or Section 11 hereof would be inadequate and the Company would suffer irreparable damages as a result of such breach or threatened breach. In recognition of this fact, Executive agrees that, in the event of such a breach or threatened breach, in addition to any remedies at law, the Company, without posting any bond, shall be entitled to cease making any payments or providing any benefit otherwise required by this Agreement and obtain equitable relief in the form of specific performance, temporary restraining order, temporary or permanent injunction or any other equitable remedy which may then be available.

13. Miscellaneous.

a. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New York, without regard to conflicts of laws principles thereof. Subject to Section 13(b) hereof, the parties agree that the state and federal courts located in the State of New York shall have jurisdiction in any action, suit or proceeding based on or arising out of this Agreement and the parties hereby: (a) submit to the personal jurisdiction of such courts; (b) consent to service of process in connection with any action, suit or proceeding; (c) agree that venue is proper and convenient in such forum; and (d) waive any other requirement (whether imposed by statute, rule of court or otherwise) with respect to personal jurisdiction, subject matter jurisdiction, venue, or service of process.

b. Arbitration; Legal Fees. Any disputes arising under or in connection with this Agreement shall be resolved by binding arbitration, to be held in New York City in accordance with the rules and procedures of the American Arbitration Association. Executive and the Company shall mutually select the arbitrator. If Executive and the Company cannot agree on the selection of an arbitrator, each party shall select an arbitrator and the two arbitrators shall select a third arbitrator who shall resolve the dispute. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. All arbitration costs and all other costs, including but not limited to reasonable attorneys' fees incurred by each party, shall be borne by the Company; *provided, however*, that if the arbitrator finds that Executive's claims are frivolous or without merit, then the arbitration costs shall be shared equally by both parties and all other costs shall be borne by the party incurring such cost.

c. Indemnification.

(i) The Company agrees that if Executive is made a party to, is threatened to be made a party to, receives any legal process in, or receives any discovery request or request for information in connection with, any action, suit or proceeding, whether civil, criminal, administrative or investigative (a "Proceeding"), by reason of the fact that Executive is or was a director, officer, employee, consultant or agent of the Company or any of its affiliates, or is or was serving at the request of, or on behalf of, the Company as a director, officer, member, employee, consultant or agent of another corporation, limited liability corporation,

partnership, joint venture, trust or other entity, including service with respect to employee benefit plans, whether or not the basis of such Proceeding is Executive's alleged action in an official capacity while serving as a director, officer, member, employee, consultant or agent of the Company or other entity, the Company and its successors and/or assigns will indemnify, hold harmless and defend Executive to the fullest extent permitted or authorized by the Company's certificate of incorporation or by-laws or, if greater, by applicable law, against any and all costs, expenses, liabilities and losses (including, without limitation, attorneys' fees reasonably incurred, judgments, fines, ERISA excise taxes or penalties and amounts paid or to be paid in settlement and any reasonable cost and fees incurred in enforcing his rights to indemnification or contribution, advancement of expenses or coverage under directors' and officers' liability insurance policies) incurred or suffered by Executive in connection therewith, and such indemnification shall continue as to Executive even though he has ceased to be a director, officer, member, employee, consultant or agent of the Company or other entity and shall inure to the benefit of Executive's heirs, executors and administrators. The Company shall reimburse Executive for all reasonable costs and expenses (including, without limitation, reasonable attorneys' fees; *provided* that Executive provides notice to the Company prior to retaining counsel in connection with any Proceeding) incurred by him in connection with any Proceeding promptly after receipt by the Company of a written request for such reimbursement and appropriate documentation associated with these expenses. Such request shall include an undertaking by Executive to repay the amount of such advance if it shall ultimately be determined by a final, non-appealable decision of a court of competent jurisdiction that he is not entitled to be indemnified against such costs and expenses. The Company also agrees to have any successor to all or substantially all of its business or assets to expressly agree to assume the Company's obligations under this Section 13(c).

(ii) Neither the failure of the Company (including its Board, independent legal counsel or stockholders) to have made a determination prior to the commencement of any Proceeding concerning payment of amounts claimed by Executive under Section 13(c)(i) hereof that indemnification of Executive is proper because he has met the applicable standard of conduct, nor a determination by the Company (including its Board, independent legal counsel or stockholders) that Executive has not met such applicable standard of conduct, shall create a presumption or inference that Executive has not met the applicable standard of conduct.

(iii) The Company agrees to continue and maintain a directors' and officers' liability insurance policy covering Executive at a level, and on terms and conditions, no less favorable to him than the coverage the Company provides other similarly-situated executives or directors until such time as suits against Executive are no longer permitted by law. In all events, Executive shall be covered, in respect of Executive's activities as an officer, director or employee of the Company or any of its affiliates, by the Company's (or any of its affiliates') directors and officers liability insurance policy with a top rated insurer with the usual coverage (with respect to scope and period) and deductibles in a total policy amount not to be less than \$10,000,000 or other comparable policies, if any, obtained by the Company's (or any of its affiliates') successors, to the fullest extent permitted by such policies.

(iv) Nothing in this Section 13(c) shall be construed as reducing or waiving any right to indemnification, or advancement of expenses or coverage under any

directors' and officers' liability insurance policies Executive would otherwise have under the Company's or any affiliate's certificate of incorporation or by-laws or under applicable law.

d. Entire Agreement/Amendments. This Agreement contains the entire understanding of the parties with respect to the employment of Executive by the Company. There are no restrictions, agreements, promises, warranties, covenants or undertakings between the parties with respect to the subject matter herein other than those expressly set forth herein. Any previous agreement or understanding between Executive and the Company (or any Subsidiary or affiliate of the Company) with respect to the employment of Executive by the Company (including, but not limited to the Amended and Restated Employment Agreement between Executive and the Company, dated as of October 29, 2009), and other than outstanding equity, long-term incentive awards, or deferred compensation arrangements (unless otherwise provided herein) is superseded by this Agreement. This Agreement may not be altered, modified, or amended except by written instrument signed by the parties hereto.

e. No Waiver. The failure of a party to insist upon strict adherence to any term of this Agreement on any occasion shall not be considered a waiver of such party's rights or deprive such party of the right thereafter to insist upon strict adherence to that term or any other term of this Agreement. Any waiver of this Agreement to be effective must be in writing specifically referencing the provision being waived and signed by the party against whom the waiver is being enforced.

f. Severability; Survival. In the event that any one or more of the provisions of this Agreement or Annex A shall be or become invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions of this Agreement or Annex A shall not be affected thereby. Subject to any limits on applicability contained therein, Sections 8-15 hereof and Annex A shall survive and continue in full force in accordance with their terms notwithstanding any termination of the Employment Term.

g. Assignment. This Agreement, and all of Executive's rights and obligations hereunder, shall not be assignable or transferred by Executive other than his rights to payments or benefits hereunder, which may be transferred only by will or the laws of descent and distribution, without the consent of the Company. This Agreement, and all of the Company's rights and obligations hereunder, shall not be assignable or transferred by the Company without the consent of Executive except that such rights or obligations may be assigned or transferred pursuant to a merger or consolidation in which the Company is not the continuing entity, or the sale or liquidation of all or substantially all of the assets of the Company; *provided, however,* that the assignee or transferee is the successor to all or substantially all of the assets of the Company and such assignee or transferee assumes the liabilities, obligations and duties of the Company, as contained in this Agreement, either contractually or as a matter of law.

h. Compliance with IRC Section 409A.

(i) The parties intend that any amounts payable under this Agreement, and the Company's and Executive's exercise of authority or discretion hereunder comply with the provisions of Section 409A so as not to subject Executive to the payment of the additional tax, interest and any tax penalty which may be imposed under Section 409A. In furtherance thereof, to the extent that any provision hereof would result in Executive being subject to payment of the additional tax, interest and tax penalty under Section 409A, the parties agree to amend this Agreement in order to bring this Agreement into compliance with Section 409A; without materially changing the economic value of the arrangements under this Agreement to either party; and thereafter the parties interpret its provisions in a manner that complies with Section 409A. Notwithstanding the foregoing, no particular tax result for Executive with respect to any income recognized by Executive in connection with this Agreement is guaranteed.

(ii) Notwithstanding any provisions of this Agreement to the contrary, if Executive is a "specified employee" (within the meaning of Section 409A and determined pursuant to policies adopted by the Company) at the time of his or her separation from service and if any portion of the payments or benefits to be received by Executive upon separation from service would be considered deferred compensation under Section 409A, amounts that would otherwise be payable pursuant to this Agreement (the "Delayed Payments") and benefits that would otherwise be provided pursuant to this Agreement (the "Delayed Benefits"), in each case, during the six-month period immediately following Executive's separation from service will instead be paid or made available on the earlier of (i) the first day of the seventh month following the date of Executive's "separation from service" (within the meaning of Section 409A) and (ii) Executive's death (the applicable date, the "Permissible Payment Date"). The Company will also reimburse Executive for the after-tax cost incurred by Executive in independently obtaining any Delayed Benefits (the "Additional Delayed Payments").

(iii) Each payment under this Agreement is intended to be a "separate payment" and not of a series of payments for purposes of Section 409A.

(iv) A termination of employment shall not be deemed to have occurred for purposes of any provision of this Agreement providing for the payment of any amounts or benefits subject to Section 409A upon or following a termination of employment unless such termination also constitutes a "separation from service" (within the meaning of Section 409A) and the regulations thereunder, and notwithstanding anything contained herein to the contrary, the date on which such separation from service takes place shall be the termination date.

(v) With respect to any amount of expenses eligible for reimbursement or the provision of any in-kind benefits under this Agreement, to the extent such payment or benefit is required to be included in Executive's gross income for federal income tax purposes, such expenses (including expenses associated with in-kind benefits) shall be reimbursed by the Company no later than December 31st of the year following the year in which Executive incurs the related expenses and in no event shall the reimbursements or in-kind benefits to be provided by the Company in one taxable year affect the amount of reimbursements or in-kind benefits to be provided in any other taxable year, nor shall Executive's right to reimbursement or in-kind benefits be subject to liquidation or exchange for another benefit (the "Reimbursement Rules").

i. Successors; Binding Agreement. This Agreement shall inure to the benefit of and be binding upon personal or legal representatives, executors, administrators, successors, heirs, distributees, devisees and legatees. The Company will require any successor (whether direct or indirect, by purchase merger, consolidation, reorganization or otherwise) to all or substantially all of the business or assets of the Company, expressly to assume and agree to perform this Agreement in the same manner and to the same extent the Company would be required to perform if no succession had taken place.

j. Notice. For the purpose of this Agreement, notices and all other communications provided for in the Agreement shall be in writing and shall be deemed to have been duly given when delivered by hand or overnight courier or three days after it has been mailed by United States registered mail, return receipt requested, postage prepaid, addressed to the respective addresses set forth below in this Agreement, or to such other address as either party may have furnished to the other in writing in accordance herewith, except that notice of change of address shall be effective only upon receipt.

If to the Company:

Verint Systems Inc.  
330 South Service Road  
Melville, NY 11747  
Attention: Chief Legal Officer (or, in the event there is no Chief Legal Officer, the Corporate Secretary)

If to Executive:

To the most recent address of Executive set forth in the personnel records of the Company.

k. Executive Representation. Executive hereby represents to the Company that the execution and delivery of this Agreement by Executive and the Company and the performance by Executive of Executive's duties hereunder shall not constitute a breach of, or otherwise contravene, the terms of any employment agreement or other agreement or policy to which Executive is a party or otherwise bound.

l. Cooperation. Executive shall, at the Company's expense, provide Executive's reasonable cooperation in connection with any action or proceeding (or any appeal from any action or proceeding) which relates to events occurring during Executive's employment hereunder.

m. Withholding Taxes. The Company may withhold from any amounts payable under this Agreement such Federal, state and local taxes as may be required to be withheld pursuant to any applicable law or regulation.

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



o. Certain Definitions. For purposes of this Agreement, the following terms shall have the following meanings:

(i) “Board” shall mean the Board of Directors of the Company.

(ii) A “Change in Control” shall be deemed to have occurred if the event set forth in any one of the following subparagraphs

shall have occurred:

(A) the acquisition by any Non-Verint Person, entity or affiliated group (other than Comverse), in one or a series of transactions, of more than 50% of the voting power of the Company, or the acquisition of all the common stock of the Company (other than equity held by employees which is assumed in such transaction) following which the common stock of the Company is no longer publicly traded;

(B) the requirement that any Non-Verint Person, entity or affiliated group (other than Comverse) consolidate with its financial results the financial results of the Company;

(C) a merger or consolidation in which the holders of the Company’s equity securities would not be holders of 50% or more of the voting power of the merged or consolidated entity;

(D) a sale of all or substantially all of the Company’s assets; or

(E) during any period of two consecutive years, Incumbent Directors cease to constitute at least a majority of the board. “Incumbent Directors” shall mean: (1) the directors who were serving at the beginning of such two-year period, (2) any directors whose election or nomination was approved by the directors referred to in clause (1) or by a director approved under this clause (2), and (3) at any time that Comverse owns a majority of the voting power of the Company, any director nominated by Comverse.

(iii) “Code” means the Internal Revenue Code of 1986, as amended from time to time.

(iv) “Committee” shall mean the Compensation Committee of the Board.

(v) “Comverse” shall mean Comverse Technology, Inc.

(vi) “ERISA” means the Employee Retirement Income Security Act of 1974, as amended.

(vii) “Exchange Act” means the Securities Exchange Act of 1934, as amended from time to time.

(viii) “Non-Verint Person” means “Person” as defined in Section 3(a)(9) of the Exchange Act, as modified and used in Sections 13(d) and 14(d) thereof, but excluding

(A) the Company or any of its Subsidiaries, (B) a trustee or other fiduciary holding securities under an employee benefit plan of the Company or any of its affiliates, (C) an underwriter temporarily holding securities pursuant to an offering of such securities, or (D) a corporation owned, directly or indirectly, by the shareowners of the Company in substantially the same proportions as their ownership of stock of the Company.

(ix) “Section 409A” means Section 409A of the Code and any proposed, temporary or final regulation, or any other guidance, promulgated with respect to Section 409A by the U.S. Department of Treasury or the Internal Revenue Service.

(x) “Subsidiary” of any Person means another Person (other than a natural Person), an aggregate amount of the voting securities, other voting ownership or voting partnership interests, of which is sufficient to elect at least a majority of the Board or other governing body (or, if there are no such voting interests, 50% or more of the equity interests of which) is owned directly or indirectly by such first Person.

14. Assignment of Intellectual Property.

a. Executive agrees that upon conception and/or development of any idea, discovery, invention, improvement, software, writing or other material or design that: (i) relates to the business of the Company or its Subsidiaries, or (ii) relates to the Company’s or its Subsidiaries’ actual or demonstrably anticipated research or development, or (iii) results from any work performed by the Executive for the Company or its Subsidiaries, the Executive will assign to the Company (or its designee) the entire right, title and interest in and to any such idea, discovery, invention, improvement, software, writing or other material or design.

b. Executive has no obligation to assign any idea, discovery, invention, improvement, software, writing or other material or design that the Executive conceives and/or develops entirely on the Executive’s own time without using the Company’s or its affiliates’ equipment, supplies, facilities, or trade secret information unless the idea, discovery, invention, improvement, software, writing or other material or design either: (i) relates to the business of the Company or its Subsidiaries, or (ii) relates to the Company’s or its Subsidiaries’ actual or demonstrably anticipated research or development, or (iii) results from any work performed by the Executive for the Company or its Subsidiaries.

c. Executive agrees that any idea, discovery, invention, improvement, software, writing or other material or design that relates to the business of the Company or its Subsidiaries or relates to the Company’s or its Subsidiaries’ actual or demonstrably anticipated research or development which is conceived or suggested by the Executive, either solely or jointly with others, within one year following termination of the Executive’s employment under this Agreement (or any successor agreements) shall be presumed to have been so made, conceived or suggested in the course of such employment with the use of the Company’s equipment, supplies, facilities, and/or trade secrets unless Executive can conclusively prove otherwise.

d. In order to determine the rights of the Executive and the Company in any idea, discovery, invention, improvement, software, writing or other material, and to ensure the

protection of the same, the Executive agrees that during the Executive's employment, and for one year after termination of the Executive's employment under this Agreement (or any successor agreements) the Executive will disclose immediately and fully to the Company any idea, discovery, invention, improvement, software, writing or other material or design conceived, made or developed by the Executive solely or jointly with others. The Company agrees to keep any such disclosures confidential. The Executive also agrees to record descriptions of all work in the manner directed by the Company and agrees that all such records and copies, samples and experimental materials will be the exclusive property of the Company.

e. Executive agrees that at the request of and without charge to the Company, but at the Company's expense, the Executive will execute a written assignment of the idea, discovery, invention, improvement, software, writing or other material or design to the Company (or its designee) and will assign to the Company (or its designee) any application for letters patent or for trademark registration made thereon, and to any common-law or statutory copyright therein; and that the Executive will do whatever may be necessary or desirable to enable the Company (or its designee) to secure any patent, trademark, copyright, or other property right therein in the United States and in any foreign country, and any division, renewal, continuation, or continuation in part thereof, or for any reissue of any patent issued thereon.

f. In the event the Company is unable, after reasonable effort, and in any event after ten business days of exerting such reasonable efforts, to secure the Executive's signature on a written assignment to the Company of any application for letters patent or to any common-law or statutory copyright or other property right therein, whether because of the Executive's physical or mental incapacity or for any other reason whatsoever, the Executive irrevocably designates and appoints the Chief Legal Officer and/or General Counsel of the Company as the Executive's attorney-in-fact to act on the Executive's behalf to execute and file any such application and to do all other lawfully permitted acts to further the prosecution and issuance of such letters patent, copyright or trademark.

g. Executive acknowledges that to the extent permitted by law, all work papers, reports, documentation, drawings, photographs, negatives, tapes and masters therefor, prototypes and other materials (hereinafter, "items"), including without limitation, any and all such items generated and maintained on any form of electronic media, generated by Executive during his or her employment with the Company shall be considered a "work made for hire" and that ownership of any and all copyrights in any and all such items shall belong to the Company. The item will recognize the Company as the copyright owner, will contain all proper copyright notices, e.g., "(creation date) Verint Systems Inc., All Rights Reserved," and will be in condition to be registered or otherwise placed in compliance with registration or other statutory requirements throughout the world.

15. Signatories. For purposes of Sections 9 (Termination) and 13 (Miscellaneous) hereof and Annex A hereto, Verint Americas Inc. agrees that if the Company is unable to perform all or part of its obligations under this Agreement (including Annex A) then Verint Americas Inc. will perform such obligations of the Company in the same manner and to the same extent the Company would be required to perform.

[Signature Page to follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement effective as of the day and year first above written.

**VERINT SYSTEMS INC.**

By: /s/ Jane O'Donnell  
Name: Jane O'Donnell  
Title: Senior Vice President, Human Resources  
Date: July 13, 2011

**EXECUTIVE**

Signature: /s/ Elan Moriah  
Name (print): Elan Moriah  
Date: July 13, 2011

**VERINT AMERICAS INC.**

By: /s/ Douglas Robinson  
Name: Douglas Robinson  
Title: Treasurer  
Date: July 13, 2011

**Exhibit A**

**RELEASE**

This RELEASE ("Release") dated this \_\_\_\_\_ day between Verint Systems Inc. (the "Company"), and \_\_\_\_\_ ("Executive").

WHEREAS, the Company and Executive previously entered into an amended and restated employment agreement dated \_\_\_\_\_, 20\_\_\_\_ (the "Employment Agreement")

WHEREAS, Executive's employment with the Company (has been) (will be) terminated effective \_\_\_\_\_; and

WHEREAS, pursuant to Section 9 and/or Annex A of the Employment Agreement, Executive is entitled to certain compensation and benefits upon such termination, contingent upon the execution of this Release;

NOW, THEREFORE, in consideration of the premises and mutual agreements contained herein and in the Employment Agreement, the Company and Executive agree as follows:

1. Executive, on Executive's own behalf and on behalf of Executive's heirs, estate and beneficiaries, does hereby release the Company, and any of its affiliates, and each past or present officer, director, agent, or employee of any such entities (but with respect to any individual or agent, only in connection with such individual's or agent's official capacity with the Company or any affiliate and not in his or its personal capacity), from any and all claims made, to be made, or which might have been made of whatever nature, whether known or unknown, from the beginning of time, including those that arose as a consequence of Executive's employment with the Company or an affiliate thereof, or arising out of the severance of such employment relationship, or arising out of any act committed or omitted during or after the existence of such employment relationship, all up through and including the date on which this Release is executed, including, but not limited to, those which were, could have been or could be the subject of an administrative or judicial proceeding filed by Executive or on Executive's behalf under federal, state, local or other law, whether by statute, regulation, in contract or tort, and including, but not limited to, every claim for front pay, back pay, wages, bonus, benefits, any form of discrimination (including but not limited to, every claim of race, color, sex, religion, national origin, sexual preference, disability or age discrimination), wrongful termination, emotional distress, pain and suffering, breach of contract, compensatory or punitive damages, interest, attorney's fees, reinstatement or reemployment. If any court rules that such waiver of rights to file, or have filed on Executive's behalf, any administrative or judicial charges or complaints is ineffective, Executive agrees not to seek or accept any money damages or any other relief upon the filing of any such administrative or judicial charges or complaints relating to any claim released by Executive herein. Executive relinquishes any right to future employment with the Company or its affiliates and the Company and its affiliates shall have the right to refuse to re-employ Executive without liability. Executive acknowledges and agrees that even though claims and facts in addition to those now known or believed by Executive to exist may subsequently be discovered, it is Executive's intention to fully settle and release all claims

Executive may have against the Company and the persons and entities described above, whether known, unknown or suspected.

2. The Company and Executive acknowledge and agree that the release contained in Paragraph 1 hereof does not, and shall not be construed to, release or limit the scope of any existing obligation of the Company or any other person or entity (i) to indemnify, advance expenses to, and hold Executive harmless pursuant to applicable law or to the fullest extent permitted under the bylaws and/or certificate of incorporation of Company, the Employment Agreement and, if greater, the policies and procedures of Company that are presently in effect, or otherwise, (ii) to cover Executive under any applicable directors' and officers' liability insurance policies or pursuant to Section 13(c) of the Employment Agreement, (iii) to Executive with respect to the compensation, benefits and entitlements due following termination pursuant to Section 9 or Annex A of the Employment Agreement, (iv) with respect to any rights of Executive under, arising or preserved by the Employment Agreement (including Annex A) which survive termination of Executive's employment, (v) to Executive and Executive's eligible, participating dependents or beneficiaries under any existing group welfare or retirement plan of the Company in which Executive and/or such dependents are participants, or (vi) with respect to any other vested benefits or entitlements under the benefit plans, programs, policies, arrangements or agreements of the Company or any of its affiliates (including without limitation, Converse), including without limitation any equity and/or long-term incentive compensation plans, programs, policies, arrangements or agreements, in accordance with the terms of such plans, programs, policies, arrangements or related award agreements.

3. Executive acknowledges that Executive has been provided at least 21 days to review the Release and has been advised to review it with an attorney of Executive's choice. In the event Executive elects to sign this Release prior to this 21-day period, Executive agrees that it is a knowing and voluntary waiver of Executive's right to wait the full 21 days. Executive further understands that Executive has seven days after the signing hereof to revoke this Release by so notifying the Company in writing, such notice to be received by the Corporate Secretary within the seven-day period. Executive further acknowledges that Executive has carefully read this Release, knows and understands its contents and its binding legal effect. Executive acknowledges that by signing this Release, Executive does so of Executive's own free will and act and that it is Executive's intention that Executive be legally bound by its terms.

IN WITNESS WHEREOF, Executive has executed this Release on the date first above written.

By: \_\_\_\_\_  
Name:  
Title:

**Exhibit B**

**(Named Competitors)**

“Named Competitors” shall mean the following companies, including any Subsidiaries, divisions, or controlled affiliates thereof:

1. NICE
2. Autonomy
3. Aspect
4. Genesys
5. Milestone
6. Genetec
7. March Networks
8. Bosch Security Systems (video security business only)
9. ETI
10. JSI
11. SS8
12. Pen-Link
13. Dedicated Microcomputer Limited
14. Pelco
15. Cisco Systems (video security business only)
16. United Technologies Corp. (video security business only)
17. Honeywell International (video security business only)
18. Adsacom Inc.
19. RCS S.R.L.
20. Trovicor

## Annex A

### CHANGE IN CONTROL PROVISIONS

If Executive's employment is terminated by the Company without Cause or by Executive for Good Reason (i.e., excluding a termination by the Company for Cause, by the Executive without Good Reason, or as a result of death or Disability):

- (a) upon, or within 12 months following, a Change in Control;
- (b) at a time when the Company or Converse is party to an agreement, the consummation of which would result in the occurrence of a Change in Control (whether or not a Change in Control actually occurs);
- (c) within the six-month period preceding the entrance by the Company or Converse into an agreement, the consummation of which would result in the occurrence of a Change in Control (whether or not a Change in Control actually occurs), and such termination is made in contemplation of or in connection with the potential Change in Control;
- (d) within the nine-month period preceding the consummation of a Change in Control, and such termination is made in contemplation of or in connection with the potential Change in Control; or
- (e) in connection with a Board resolution or consent authorizing the payment of the amounts and benefits described in this Annex A:

(each, a "Change in Control Termination"), the Company shall pay Executive the amounts, and provide Executive the benefits, described in the balance of this Annex A (collectively, the "Change in Control Payments") in addition to any other severance payments or benefits otherwise payable to Executive under Section 9(b) of the Agreement (unless otherwise indicated in Annex A), plus the Accrued Rights.

For the avoidance of doubt, the provisions of Sections 2 and 4 of this Annex A shall apply and be operative regardless of whether or not Executive's employment is terminated and the entirety of this Annex A shall form a part of the Agreement whether or not referred to by the body of the Agreement.

For purposes of this Annex A (other than as provided in Section 2(i) of this Annex A), no payment that would otherwise be made and no benefit that would otherwise be provided, in each case, that would constitute deferred compensation within the meaning of Section 409A, upon a termination of employment shall be made or provided unless and until such termination of employment is also a "separation from service," as determined in accordance with Section 409A.



1. **Change in Control Severance Payments**

(a) A lump sum cash payment equal to 50% of the Base Salary (as in effect on the date of termination of Executive's employment, or if higher, as of the date immediately prior to the first event or circumstance constituting Good Reason in connection with such departure), payable to Executive on the 60<sup>th</sup> calendar day following (i) termination of Executive's employment in the case of clauses (a) and (b) of the definition of "Change in Control Termination", (ii) the execution of the agreement referenced in clause (c) of the definition of "Change in Control Termination" in the case of such clause (c), (iii) the occurrence of the Change in Control in the case of clause (d) of the definition of "Change in Control Termination" and (iv) the Board resolution in the case of clause (e) of the definition of "Change in Control Termination".

(b) In lieu of the Pro Rata Bonus due under Section 9(b)(iii)(B)(2) of the Agreement, a lump sum cash payment of a bonus equal to a pro rata portion of the Target bonus (as in effect on the date of termination of Executive's employment, or if higher, as of the date immediately prior to the first event or circumstance constituting Good Reason in connection with such departure), if any, that Executive would have been entitled to receive pursuant to Section 4 hereof in such year (if such year had been completed) based upon the percentage of the fiscal year that shall have elapsed through the date of Executive's termination of employment and, to the extent relevant to the calculation of Executive's bonus, Executive's actual performance and assuming that the Company's actual performance through the date of Executive's termination were annualized through the end of such year, payable to Executive on the 60<sup>th</sup> calendar day following (w) termination of Executive's employment in the case of clauses (a) and (b) of the definition of "Change in Control Termination", (x) the execution of the agreement referenced in clause (c) of the definition of "Change in Control Termination" in the case of such clause (c), (y) the occurrence of the Change in Control in the case of clause (d) of the definition of "Change in Control Termination" and (z) the Board resolution in the case of clause (e) of the definition of "Change in Control Termination".

(c) In lieu of the lump sum cash payment equal to the average Annual Bonus due under Section 9(b)(iii)(B)(3) of the Agreement, a lump sum cash payment equal to 150% of the Target bonus, or if higher, the Target bonus for the year immediately prior to the year in which a Change in Control occurs, payable to Executive on the 60<sup>th</sup> calendar day following (i) termination of Executive's employment in the case of clauses (a) and (b) of the definition of "Change in Control Termination", (ii) the execution of the agreement referenced in clause (c) of the definition of "Change in Control Termination" in the case of such clause (c), (iii) the occurrence of the Change in Control in the case of clause (d) of the definition of "Change in Control Termination" and (iv) the Board resolution in the case of clause (e) of the definition of "Change in Control Termination". The amount of any payment pursuant to this Section 1(c) will be reduced by the amount, if any, previously paid pursuant to Section 9(b)(iii)(B)(3) of the Agreement.

(d) As of Executive's termination date, all outstanding equity awards shall vest and become non-forfeitable, with any outstanding stock options immediately vesting and

becoming exercisable, the restriction period (including any vesting requirements) on any restricted stock and restricted stock units held by Executive shall lapse, and any other vesting requirements or conditions with respect to the foregoing or other equity-based awards (including any “phantom” awards) held by Executive shall lapse and be disregarded, and such awards shall be settled in accordance with the terms of the plan and/or the applicable award agreement; provided that (i) in event Executive holds one or more “tandem” awards, only one side of each such tandem award shall vest (pursuant to the terms and conditions of such awards) and (ii) notwithstanding the terms of the plan or the applicable award agreements, if the Company determines that the settlement of some or all of such awards in stock is not feasible at such time (for legal, regulatory, or other reasons), such awards will instead be settled in cash or cash-cancelled based on the fair market value of the Company’s stock at such time (as determined in good faith by the Board); all amounts or shares payable or deliverable under this paragraph to be paid or delivered to Executive on the 60<sup>th</sup> calendar day following (i) termination of Executive’s employment in the case of clauses (a) and (b) of the definition of “Change in Control Termination”, (ii) the execution of the agreement referenced in clause (c) of the definition of “Change in Control Termination” in the case of such clause (c), (iii) the occurrence of the Change in Control in the case of clause (d) of the definition of “Change in Control Termination” and (iv) the Board resolution in the case of clause (e) of the definition of “Change in Control Termination”.

## 2. **Gross Up**

(a) Anything in the Agreement or Annex A to the contrary notwithstanding, in the event that this Agreement becomes operative and it is determined (as hereafter provided) that any payment (other than the Gross-Up payments provided for in this Annex A) or distribution by the Company or any of its affiliates to or for the benefit of Executive, whether paid or payable or distributed or distributable pursuant to the terms of the Agreement, Annex A, or otherwise pursuant to or by reason of any other agreement, policy, plan, program or arrangement, including without limitation any stock option, performance share, performance unit, stock appreciation right or similar right, or the lapse or termination of any restriction on or the vesting or exercisability of any of the foregoing (all such payments and benefits, including the Change in Control Payments, being hereinafter referred to as the “Total Payments”), would be subject to the excise tax imposed by Section 4999 of the Code (or any successor provision thereto) by reason of being considered “contingent on a change in ownership or control” of the Company, within the meaning of Section 280G of the Code (or any successor provision thereto) or to any similar tax imposed by state or local law, or any interest or penalties with respect to such tax (such tax or taxes, together with any such interest and penalties, being hereafter collectively referred to as the “Excise Tax”), then Executive will be entitled to receive an additional payment or payments (collectively, a “Gross-Up Payment”). The Gross-Up Payment will be in an amount such that, after payment by Executive of all taxes (including any interest or penalties imposed with respect to such taxes), including any Excise Tax imposed upon the Gross-Up Payment, Executive retains an amount of the Gross-Up Payment equal to the Excise Tax imposed upon the Total Payments.

(b) Subject to the provisions of Section 2(f) of this Annex A, all determinations required to be made under this Annex A, including whether an Excise Tax is payable by Executive, Executive’s applicable tax rates and deductions, and the amount of such

Excise Tax and whether a Gross-Up Payment is required to be paid by the Company to Executive and the amount of such Gross-Up Payment, if any, will be made by a nationally recognized accounting firm (the "National Firm") selected by Executive and reasonably acceptable to the Company. Executive will direct the National Firm to submit its determination and detailed supporting calculations to both the Company and Executive within 30 calendar days after the termination of Executive's employment, if applicable, and any such other time or times as may be requested by the Company or Executive. If the National Firm determines that any Excise Tax is payable by Executive, the Company will pay the required Gross-Up Payment to Executive as provided in Section 2(h) of this Annex A. If the National Firm determines that no Excise Tax is payable by Executive with respect to any material benefit or amount (or portion thereof), it will, at the same time as it makes such determination, furnish the Company and Executive with an opinion that Executive has substantial authority not to report any Excise Tax on Executive's federal, state or local income or other tax return with respect to such benefit or amount. As a result of the uncertainty in the application of Section 4999 of the Code and the possibility of similar uncertainty regarding applicable state or local tax law at the time of any determination by the National Firm hereunder, it is possible that Gross-Up Payments that will not have been made by the Company should have been made (an "Underpayment"), consistent with the calculations required to be made hereunder. In the event that the Company exhausts or fails to pursue its remedies pursuant to Section 2(f) of this Annex A and Executive thereafter is required to make a payment of any Excise Tax, Executive will direct the National Firm to determine the amount of the Underpayment that has occurred and to submit its determination and detailed supporting calculations to both the Company and Executive as promptly as possible. Any such Underpayment will be promptly paid by the Company to, or for the benefit of, Executive after receipt of such determination and calculations as provided in Section 2(h) of this Annex A.

(c) The Company and Executive will each provide the National Firm access to and copies of any books, records and documents in the possession of the Company or Executive, as the case may be, reasonably requested by the National Firm, and otherwise cooperate with the National Firm in connection with the preparation and issuance of the determinations and calculations contemplated by this Annex A. Any determination by the National Firm as to the amount of the Gross-Up Payment will be binding upon the Company and Executive.

(d) The federal, state and local income or other tax returns filed by Executive will be prepared and filed on a consistent basis with the determination of the National Firm with respect to the Excise Tax payable by Executive. Executive will report and make proper payment of the amount of any Excise Tax, and at the request of the Company, provide to the Company true and correct copies (with any amendments) of Executive's federal income tax return as filed with the Internal Revenue Service and corresponding state and local tax returns, if relevant, as filed with the applicable taxing authority, and such other documents reasonably requested by the Company, evidencing such payment. If prior to the filing of Executive's federal income tax return, or corresponding state or local tax return, if relevant, the National Firm determines that the amount of the Gross-Up Payment should be reduced, Executive will within ten business days pay to the Company the amount of such reduction.

(e) The fees and expenses of the National Firm for its services in connection with the determinations and calculations contemplated by this Annex A will be borne by the Company. If such fees and expenses are initially paid by Executive, the Company will reimburse Executive the full amount of such fees and expenses after receipt from Executive of a statement therefor and reasonable evidence of Executive's payment thereof as provided in Section 2(h) of this Annex A.

(f) Executive will notify the Company in writing of any claim by the Internal Revenue Service or any other taxing authority that, if successful, would require the payment by the Company of a Gross-Up Payment. Such notification will be given as promptly as practicable but no later than 10 business days after Executive actually receives notice of such claim and Executive will further apprise the Company of the nature of such claim and the date on which such claim is requested to be paid (in each case, to the extent known by Executive). Executive will not pay such claim prior to the expiration of the 30-calendar-day period following the date on which Executive gives such notice to the Company or, if earlier, the date that any payment of amount with respect to such claim is due. If the Company notifies Executive in writing prior to the expiration of such period that it desires to contest such claim, Executive will:

- (A) provide the Company with any written records or documents in Executive's possession relating to such claim reasonably requested by the Company;
- (B) take such action in connection with contesting such claim as the Company reasonably requests in writing from time to time, including without limitation accepting legal representation with respect to such claim by an attorney competent in respect of the subject matter and reasonably selected by the Company;
- (C) reasonably cooperate with the Company in good faith in order effectively to contest such claim; and
- (D) permit the Company to participate in any proceedings relating to such claim;

*provided, however*, that the Company will bear and pay directly all costs and expenses (including interest and penalties) incurred in connection with such contest and will indemnify and hold harmless Executive, on an after-tax basis, for and against any Excise Tax or income or other tax, including interest and penalties with respect thereto, imposed as a result of such representation and payment of costs and expenses. Without limiting the foregoing provisions of this Section 2(f), the Company will control all proceedings taken in connection with the contest of any claim contemplated by this Section 2(f) and, at its sole option, may pursue or forego any and all administrative appeals, proceedings, hearings and conferences with the taxing authority in respect of such claim (*provided, however*, that Executive may participate therein at Executive's own cost and expense) and may, at its option, either direct Executive to pay the tax claimed and sue for a refund or contest the claim in any permissible manner, and Executive agrees to prosecute such contest to a determination before any administrative tribunal, in a court

of initial jurisdiction and in one or more appellate courts, as the Company determines; *provided, however*, that if the Company directs Executive to pay the tax claimed and sue for a refund, the Company will advance the amount of such payment to Executive on an interest-free basis and will indemnify and hold Executive harmless, on an after-tax basis, from any Excise Tax or income or other tax, including interest or penalties with respect thereto, imposed with respect to such advance; and *provided further, however*, that any extension of the statute of limitations relating to payment of taxes for the taxable year of Executive with respect to which the contested amount is claimed to be due is limited solely to such contested amount. Furthermore, the Company's control of any such contested claim will be limited to issues with respect to which a Gross-Up Payment would be payable hereunder and Executive will be entitled to settle or contest, as the case may be, any other issue raised by the Internal Revenue Service or any other taxing authority.

(g) If, after the receipt by Executive of an amount advanced by the Company pursuant to Section 2(f) of this Annex A, Executive receives any refund with respect to such claim, Executive will (subject to the Company's complying with the requirements of Section 2(f) of this Annex A) promptly pay to the Company the amount of such refund (together with any interest paid or credited thereon after any taxes applicable thereto). If, after the receipt by Executive of an amount advanced by the Company pursuant to Section 2(f) of this Annex A, a determination is made that Executive is not entitled to any refund with respect to such claim and the Company does not notify Executive in writing of its intent to contest such denial or refund prior to the expiration of 30 calendar days after such determination, then such advance will be forgiven and will not be required to be repaid and the amount of any such advance will offset, to the extent thereof, the amount of Gross-Up Payment required to be paid by the Company to Executive pursuant to this Annex A.

(h) Notwithstanding any other provision of this Annex A to the contrary, but subject to Section 13(h) of the Agreement, all taxes and expenses described in this Annex A will be paid or reimbursed within five business days after Executive submits evidence of incurrence of such taxes and/or expenses; *provided* that in all events such reimbursement will be made on or before the last day of the year following (a) the year in which the applicable taxes are remitted or expenses are incurred or (b) in the case of reimbursement of expenses incurred due to a tax audit or litigation in which there is no remittance of taxes, the year in which the audit is completed or there is a final and nonappealable settlement or other resolution of the litigation, in accordance with Treasury Regulation §1.409A-3(i)(1)(v). Executive will be required to submit all requests for reimbursements no later than 30 days prior to the last day for reimbursement described in the prior sentence. Each provision of reimbursements pursuant to this Annex A will be considered a separate payment and not one of a series of payments for purposes of Section 409A. Any expense reimbursed by the Company in one taxable year in no event will affect the amount of expenses required to be reimbursed by the Company in any other taxable year.

(i) The Company's obligation to make the Gross-Up Payment under Section 2(a) of this Annex A will not be conditioned upon Executive's termination of employment.

3. If Executive's employment terminates and such termination is a Change in Control Termination, then notwithstanding the provisions of Sections 1 and 2 of this Annex A, the Company shall deposit any and all cash amounts payable or shares (or cash proceeds thereof) deliverable to Executive under Section 9(b)(iii) of the Agreement (including any amount due under Section 9(b)(iii) of the Agreement if a Delayed Payment would result in the payment being made after the Change in Control), and Sections 1(a), 1(b), 1(c), 1(d) or 2(a) of this Annex A (including any estimated Delayed Payments (as defined in Section 13(h) of the Agreement) and estimated Additional Delayed Payments (as defined in Section 13(h) of the Agreement)) into an irrevocable grantor trust (established pursuant to a trust agreement approved by the Board in good faith) (the "Grantor Trust") not later than the 10th business day following Executive's termination date. From and after such time until the payment of all amounts from the Grantor Trust, the Company shall deposit additional amounts into the Grantor Trust on a monthly basis equal to the interest accrued on the cash amounts contained therein (including the interest paid previously) at the United States five-year Treasury Rate, and the amounts and property held in the Grantor Trust shall be paid/delivered to Executive (in accordance with the terms of the Grantor Trust) on the payment/delivery dates specified in Section 9(b)(iii) of the Agreement and Sections 1 and 2 of this Annex A, or if required by Section 13(h) of the Agreement, on the Permissible Payment Date (as defined in Section 13(h) of the Agreement).

4. The Company shall pay to Executive all reasonable legal fees and expenses incurred by Executive in disputing any issue under Section 9(e) of the Agreement or this Annex A relating to the termination of Executive's employment or in seeking in good faith to interpret, obtain or enforce any benefit or right provided by Section 9(e) of the Agreement or this Annex A, in each case, regardless of the outcome. Such payments shall be made within five days (but in any event no later than December 31st of the year following the year in which Executive incurs the expenses) after delivery of Executive's written requests for payment accompanied with such evidence of fees and expenses incurred as the Company reasonably may require; *provided* that (a) the amount of such legal fees and expenses that the Company is obligated to pay in any given calendar year shall not affect the legal fees and expenses that the Company is obligated to pay in any other calendar year, (b) Executive's right to have the Company pay such legal fees and expenses may not be liquidated or exchanged for any other benefit, and (c) Executive shall not be entitled to reimbursement unless Executive has submitted an invoice for such fees and expenses at least ten days before the end of the calendar year next following the calendar year in which such fees and expenses were incurred.

**Schedule I**  
**to Amended and Restated Employment Agreement**

Name of Executive: Elan Moriah

1. Position: President, Verint Witness Actionable Solutions and Verint Video Intelligence Solutions
2. Annual Base Salary: \$376,000
3. Annual Bonus Target: \$219,000
4. Perquisites (if any): A Company leased automobile comparable to current vehicle
5. Months of severance: 12
6. Multiplier for bonus in the event of severance: 100%.
7. Months of COBRA reimbursement on termination without Cause, resignation for Good Reason, or death: 12

Schedule I - 1

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**AMENDED AND RESTATED  
SUPPLEMENTAL EMPLOYMENT AGREEMENT**

This Amended and Restated Supplemental Employment Agreement (this “**Agreement**”) is dated July 13, 2011 (“**Effective Date**”) and is made between:

- (1) **DAVID PARCELL** (“**You**”); and
- (2) **VERINT SYSTEMS UK LIMITED** (“**the Company**”)

**RECITALS**

- (A) Your original contract of employment was made between you and COMVERSE INFOSYS UK Limited (“**Comverse**”) and was signed by you on 16 April 2001 (“**the Contract**”).
- (B) The parties acknowledge that you are currently employed under the terms and conditions set out in the Contract, save that you are now employed by the Company rather than Comverse. Accordingly, all references to Comverse in the Contract should be substituted with the Company’s name.
- (C) The parties have entered into a Supplemental Employment Agreement, dated 13 June, 2008 (the “**Amendment**”) which varies the terms of the Contract (the Contract as modified by the Amendment, the “**Amended Contract**”).
- (D) The parties intend by this Agreement to vary the terms of the Amended Contract by mutual agreement. Where any term of this Agreement differs from any term of the Amended Contract, the parties intend that the terms of this Agreement shall prevail.

**VARIATIONS TO THE AMENDED CONTRACT**

**1. Severance Bonus**

1.1 Except as provided in clause 6 below, in the event that your employment is terminated by the Company for any reason other than for Cause (as defined in sub-clause 1.2 below) or you resign for Good Reason (as defined in sub-clause 1.2 below) you will be entitled to receive the following within 30 days of the termination of your employment (the date of your termination of employment, “the Termination Date): a Severance Bonus in the amount of six (6) months’ base salary which will be calculated by reference to the level of base salary in effect on the Termination Date less such statutory deductions as the Company is obliged to make, payable in a lump sum. This severance bonus is in addition to your entitlement to notice as set out at 15.1 of the Contract and supersedes and replaces any severance or redundancy payments under local Company policy or practice.

1.2 For the purposes of this Agreement, the following terms shall have the following meanings:

- (a) “**Cause**” shall mean:
    - (i) (1) termination for a reason set out in sub clause 15.3 of the Contract or (2) indictment for a crime involving dishonesty, fraud, or moral turpitude which is materially harmful to the Company, Verint Systems Inc. (“VSI”), or any Associated Company (including reputational harm); or
    - (ii) wilful and intentional breach by you of your obligations to the Company or any of its subsidiaries or pursuant to the Contract, which is materially harmful to the Company or any of its subsidiaries; or
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- (iii) wilful misconduct, or any wilful dishonest or wilful fraudulent act by you in connection with your performance of your duties for the Company which is materially harmful to the Company; or
- (iv) material violation of any securities laws, rules or regulations, as determined by a court or any other governmental body of competent jurisdiction; or
- (v) material violation of any material Company policy or procedure provided to you, including, without limitation, a material violation of the Company's Code of Business Conduct and Ethics and the Company's policies on harassment, discrimination or substance abuse, resulting in material and demonstrable harm to the Company; or
- (vi) gross neglect of your material duties for the Company which is materially harmful to the Company or any of its subsidiaries

**PROVIDED THAT** you do not cure such misconduct described in (ii), (iii) or (vi), or such misconduct is not susceptible to cure, within 15 days following your receipt from the Company of written notice of the same.

(b) **"Good Reason"** shall mean the occurrence of any of the following events without your prior written consent:

- (i) a significant reduction in your authorities, duties, position, titles or reporting status; or
- (ii) the assignment to you of duties inconsistent with your position or an adverse alteration in the nature of your duties and/or responsibilities, reporting relationships, positions, titles or authority PROVIDED THAT Good Reason shall not exist where such an assignment or alteration is due solely to the Company ceasing to be an issuer of registered securities; or
- (iii) any reduction by the Company in your base salary or Target Bonus (as defined below); or
- (iv) the relocation of your place of employment by more than 30 miles from its location as of the Effective Date; or
- (v) a material breach by the Company of any provision of this Agreement or any other agreement between you and Company and its subsidiaries; or
- (vi) any failure by the Company to obtain the assumption in writing of any obligation of the Company or any affiliate to perform any agreement between you and the Company or any affiliate by any successor to all or substantially all of the assets of the Company, whether by operation of law or contractually, as of the date of such transaction,

**PROVIDED THAT** the events described in this sub-clause 1.2(b) shall constitute Good Reason only if the Company fails to cure such event within 30 days after receipt from you of written notice of the event which constitutes Good Reason; provided, further, that "Good Reason" shall cease to exist for an event on the 90th calendar day following the later of its occurrence or your knowledge thereof, unless you have given the Company written notice thereof prior to such date.

(c) **"Associated Company"** shall mean:

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- (i) a holding company or subsidiary of the Company (within the meaning of section 736 of the Companies Act 1985); or
- (ii) a company over which the Company has control (within the meaning of section 840 of the Income and Corporation Taxes Act 1988).

1.3 For the avoidance of doubt, in the event that your employment is terminated for Cause or by you for any reason which is not a Good Reason, you are not entitled to receipt of the benefits set out in sub-clause 1.1 above.

## 2. **Salary; Annual Bonus; Quarterly Bonus**

2.1 Section 7.1 of the Contract (Salary) is hereby deleted in its entirety and replaced with the following:

### “7.1 Salary; Annual Bonus; Quarterly Bonus

- (a) Your current basic salary is £206,000 per annum. Basic salary will be paid by direct transfer into your nominated bank account on the 25<sup>th</sup>, or the first working day thereafter, of each calendar month. On joining or leaving during the course of the month, you will be paid 1/261 of your annual salary for each day worked.
  - (b) With respect to each full fiscal year during the term of the Contract, you will be eligible to earn an annual bonus award (the “**Annual Bonus**”) payable following the fourth quarter of such fiscal year, which bonus shall have an aggregate target bonus opportunity of £82,400 (the “**Target Bonus**”), based upon the achievement of performance goals established by the Compensation Committee of VSI’s Board (the “**Committee**”) with respect to such fiscal year.
    - (i) You will be eligible to earn a portion of the Annual Bonus for a given fiscal year during each of the first three fiscal quarters of such year (each, a “**Quarterly Bonus**”) pursuant to a quarterly bonus sub-plan established by the Committee in conjunction with the annual bonus plan.
    - (ii) Quarterly Bonuses will be payable following the completion of each fiscal quarter based upon the achievement of performance goals established by the Committee for such fiscal quarter.
    - (iii) Once awarded, a Quarterly Bonus is not subject to increase or decrease based on the results of subsequent quarters or based on the annual results for such year, however, the amount of any Quarterly Bonuses earned by You will reduce the amount of the Annual Bonus payment to which You are entitled.
  - (c) The determination as to whether the quarterly or annual performance goals have been achieved and whether and to what extent any quarterly or annual bonus is to be paid with respect to such achievement shall be made in the sole discretion of the Committee and shall be consistent with and subject to the requirements set forth in Section 162(m) of the U.S. Internal Revenue Code (as amended) with respect to individuals who are “covered employees” within the meaning of Section 162(m).
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- (d) You shall be entitled to such increases in the Target Bonus, if any, as may be determined from time to time in the sole discretion of the Committee. Each Annual Bonus and each Quarterly Bonus will be paid in accordance with the normal payroll practices of VSI for senior executive bonuses. For the avoidance of doubt, unless otherwise provided in this employment contract, as amended, you have no entitlement to receive an Annual Bonus or Quarterly Bonus unless and until the date when the Committee makes a determination as to the satisfaction of the relevant performance goal or goals relating to such bonus and the extent of the payment thereof. The Company will make available to you supporting calculations in relation to achievement against performance goals and the level of the Annual Bonus or Quarterly Bonus, as applicable.”

2.2 Except as provided in clause 6 below, the following conditions will apply on termination of your employment:

- (a) if your employment is terminated by you for Good Reason or your employment is terminated by the Company for any reason other than for Cause, you will be paid a lump sum cash payment of a pro rata portion of the Annual Bonus (less such statutory deductions as the Company is obliged to make and less any Quarterly Bonuses paid in the fiscal year in which your termination occurs), if any, to the extent not previously paid, that you would have been entitled to receive pursuant to Section 7.1 of the Contract (as amended hereby) in such fiscal year following the conclusion of the performance period, based upon the percentage of the fiscal year that shall have elapsed through the date of your termination of employment and your, VSI’s, and the Company’s actual performance for the applicable performance period, payable at the same time bonuses are paid to other senior executives of VSI for such fiscal year;
- (b) for the avoidance of doubt, if your employment is terminated by the Company for Cause, or by you for a reason which is not a Good Reason, you are not entitled to receipt of the benefits set out in sub-clause 2.2(a) above.

2.3 In the event that you become “disabled” for the purposes of receiving permanent health insurance, the Company will exercise its discretion to pay you a pro rata Annual Bonus (less such statutory deductions as the Company is obliged to make and less any Quarterly Bonuses paid in the fiscal year in which your disability occurs), assessed and paid in the same way as that described at sub-clause 2.2(a) above. Should you remain so disabled in future fiscal years thereafter, the payment of any Annual Bonus and Quarterly Bonus will be entirely at the Company’s discretion.

### 3. **Termination by Reason of Your Death**

3.1 Your employment shall terminate immediately upon your death. However, in such circumstances your Estate shall be entitled to receive, subject to any statutory deductions the Company is required to make, the following payments and benefits:

- (a) all accrued but unpaid base salary and pension contributions in respect of the period up to and including the date of your death;
  - (b) a pro rata Annual Bonus in respect of the fiscal year in which your death occurs (less such statutory deductions as the Company is obliged to make and less any Quarterly Bonuses paid in the fiscal year in which your death occurs), assessed and paid in the same way as that described at sub-clause 2.2(a) above; and
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- (c) any sums received by the Company as a consequence of your death in respect of your life assurance policy other than where you have previously nominated a specific beneficiary or beneficiaries in respect of such sums, in which case they will be paid directly to such beneficiary(ies) in accordance with your wishes.

#### 4. **Indemnification and Directors and Officers Liability Insurance**

- 4.1 The Company agrees that if you are made a party to, are threatened to be made a party to, receive any legal process in, or receive any discovery request or request for information in connection with, any action, suit or proceeding, whether civil, criminal, administrative or investigative (“**a Proceeding**”), by reason of the fact that you are or were a director, officer, employee, consultant or agent of the Company or any of its Associated Companies, or are or were serving at the request of, or on behalf of, the Company as a director, officer, member, employee, consultant or agent of another corporation, limited liability corporation, partnership, joint venture, trust or other entity, including service with respect to employee benefit plans, whether or not the basis of such Proceeding is your alleged action in an official capacity while serving as a director, officer, member, employee, consultant or agent of the Company or other entity, the Company and its successors and/or assigns will indemnify, hold harmless, and defend you to the fullest extent permitted or authorized by the Company’s or VSI’s certificate of incorporation or by-laws or, if greater, by applicable law, against any and all costs, expenses, liabilities and losses (including, without limitation, penalties and amounts paid or to be paid in settlement and any reasonable cost and fees incurred in enforcing your rights to indemnification or contribution, advancement of expenses or coverage under directors’ and officers’ liability insurance policies) incurred or suffered by you in connection therewith, and such indemnification shall continue as to you even though you have ceased to be a director, officer, member, employee, consultant or agent of the Company or other entity and shall inure to the benefit of your heirs, executors and administrators. The Company shall reimburse you for all reasonable costs and expenses (including, without limitation, reasonable attorneys’ fees; **PROVIDED THAT** you provide notice to the Company and VSI prior to retaining counsel in connection with any Proceeding) incurred by you in connection with any Proceeding promptly after receipt by the Company or VSI of a written request for such reimbursement and appropriate documentation associated with these expenses. Such request shall include an undertaking by you to repay the amount of such advance if it shall ultimately be determined by a final, non-appealable decision of a court of competent jurisdiction that you are not entitled to be indemnified against such costs and expenses. The Company also agrees to have any successor to all or substantially all of its business or assets to expressly agree to assume the Company’s obligations under this clause 4.
  - 4.2 Neither the failure of the Company or VSI (including its board of directors, independent legal counsel or stockholders) to have made a determination prior to the commencement of any Proceeding concerning payment of amounts claimed by you under clause 4.1 hereof that your indemnification is proper because you have met the applicable standard of conduct, nor a determination by the Company or VSI (including its board of directors, independent legal counsel or stockholders) that you have not met such applicable standard of conduct, shall create a presumption or inference that you have not met the applicable standard of conduct.
  - 4.3 The Company or VSI will continue and maintain a directors’ and officers’ liability insurance policy covering you at a level, and on terms and conditions, no less favorable to you than the coverage the Company or VSI provides other similarly-situated executives or directors until such time as suits against you are no longer permitted by law. In all events, you shall be covered, in respect of your activities as an officer, director or employee of the Company or any of its affiliates, by the Company’s or VSI’s directors and officers liability insurance policy with a top rated insurer with the usual coverage (with respect to scope and period) and deductibles in a total policy amount not to be less than U.S.\$10,000,000 or other comparable
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policies, if any, obtained by the Company's or VSI's successors, to the fullest extent permitted by such policies.

4.4 Nothing in this clause 4 shall be construed as reducing or waiving any right to indemnification, or advancement of expenses or coverage under any directors' and officers' liability insurance policies you would otherwise have under the Company's or any affiliate's certificate of incorporation or by-laws or under applicable law.

5. **Additional Bonus**

5.1 In the event that your employment is terminated by the Company for any reason other than for Cause or you resign for Good Reason (but excluding a termination as a result of death or disability), then, except as provided in clause 6 below, in addition to the benefits set out in sub-clauses 1.1 and 2.2 above, you will be entitled to an additional bonus ("**Additional Bonus**") of an amount equivalent to the average of the Annual Bonuses (inclusive of amounts paid as Quarterly Bonuses in such year) actually paid or payable to you with respect to the 3 most recently completed years' service, less such statutory deductions as the Company is obliged to make, such amount to be payable in equal monthly instalments over a 12 month period following such termination.

5.2 For the avoidance of doubt, if your employment is terminated by the Company for Cause, or you resign for a reason which is not a Good Reason, you are not entitled to receive the Additional Bonus.

6. **Change of Control**

6.1 If your employment is terminated for any reason other than for Cause, or you resign for Good Reason:

(a) upon, or within 12 months following, a Change in Control, or

(b) at a time when VSI or Comverse Technology, Inc. ("**Comverse US**") is party to an agreement, the consummation of which would result in the occurrence of a Change in Control (whether or not a Change in Control actually occurs), or

(c) within the six (6) month period preceding the entrance by VSI or Comverse US into an agreement, the consummation of which would result in the occurrence of a Change in Control (whether or not a Change in Control actually occurs), and such termination is made in contemplation of or in connection with the potential Change in Control, or

(d) within the nine (9) month period preceding the consummation of a Change in Control, and such termination is made in contemplation of or in connection with the potential Change in Control, or

(e) in connection with a resolution or consent of the Board of Directors ("**Board**") of VSI authorizing the payment of the amounts and benefits described in this clause 6,

then in lieu of the payments or benefits under sub-clauses 1.1, 2.2, and 5.1, you shall be entitled to the following payments and benefits (which are in addition to your entitlement to notice as set out at 15.1 of the Contract and supersede and replace any severance or redundancy payments under local Company policy or practice):

(x) A lump sum cash payment equal to the sum of (i) 12 months base salary calculated in accordance with your base salary in effect on the Termination Date and (ii) 1.5 times your Target Bonus, or if higher, your Target Bonus for the year immediately prior to the year in

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which a Change in Control occurs, payable to you on the 60th calendar day following the Termination Date;

(y) A lump sum cash payment of a pro rata portion of your Target Bonus (as in effect on the Termination Date, if any, that you would have been entitled to receive pursuant to Section 7.1 of the Contract (as amended hereby) in such year (if such year had been completed) based upon the percentage of the fiscal year that shall have elapsed through the Termination Date, your actual performance and assuming that VSI's and the Company's actual performance through the Termination Date were annualized through the end of such year, payable to you on the 60th calendar day following the Termination Date; and

(z) As of the Termination Date all outstanding equity awards shall vest and become non-forfeitable, with any outstanding stock options immediately vesting and becoming exercisable, the restriction period (including any vesting requirements) on any restricted stock and restricted stock units held by you shall cease to apply, and any other vesting requirements or conditions with respect to the foregoing or other equity-based awards (including any "phantom" awards) held by you shall cease to apply and be disregarded, and such awards shall be settled in accordance with the terms of the plan and/or the applicable award agreement; provided that (i) in event you hold one or more "tandem" awards, only one side of each such tandem award shall vest (pursuant to the terms and conditions of such awards) and (ii) notwithstanding the terms of the plan or the applicable award agreements, if VSI reasonably determines on the basis of advice from independent external counsel that the settlement of some or all of such awards in stock is not feasible at such time (for legal, regulatory, or other reasons), such awards will instead be settled in cash or cash-cancelled based on the fair market value of VSI's stock at such time (as determined in good faith by the Board of VSI); all amounts or shares payable or deliverable under this paragraph to be paid or delivered to you on the 60th calendar day following the Termination Date.

6.2 For the purposes of this Agreement, Change in Control shall mean:

- (a) the acquisition by any Non-Verint Person, entity or affiliated group (other than Comverse US), in one or a series of transactions of more than 50% of the voting power of VSI, or the acquisition of all the common stock of VSI (other than equity held by employees which is assumed in such transaction) following which the common stock of VSI is no longer publicly traded; or
- (b) the requirement that any Non-Verint Person, entity or affiliated group (other than Comverse US), consolidate with its financial results the financial results of VSI; or
- (c) a merger or consolidation in which the holders of VSI's equity securities would not be holders of 50% or more of the voting power of the merged or consolidated entity; or
- (d) a sale of all or substantially all of VSI's assets; or
- (e) during any period of 2 consecutive years, Incumbent Directors cease to constitute at least a majority of VSI's Board. "**Incumbent Directors**" shall mean: (i) the directors who were serving at the beginning of such 2 year period, (ii) any directors whose election or nomination was approved by the directors referred to in (i) or by a director approved in this point (ii), and (iii) at any time that Comverse US owns the majority of the voting power of VSI, any director nominated by Comverse US.

6.3 For the purposes of this Agreement, Non-Verint Person shall mean "Person" as defined in Section 3(a)(9) of the U.S. Securities Exchange Act of 1934 (as amended), as modified and used in Sections 13(d) and 14(d) thereof, but excluding (i) VSI or any of its subsidiaries, (ii) a

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trustee or other fiduciary holding securities under an employee benefit plan of VSI or any of its affiliates, (iii) an underwriter temporarily holding securities pursuant to an offering of such securities, or (iv) a corporation owned, directly or indirectly, by the shareowners of VSI in substantially the same proportions as their ownership of stock of VSI.

**7. Clawback of Bonus and/or Incentive Awards**

7.1 Notwithstanding anything to the contrary, if VSI's financial statements for the year ended January 31, 2009 and thereafter are restated due to material non-compliance, as a result of your misconduct, with any financial reporting requirement under the U.S. securities laws applicable to such fiscal year, you shall, at the request of the Committee and without making any claim for compensation in respect thereof, return or forfeit, as applicable, all or a portion (but no more than 100%) of any bonus (including the Additional Bonus, but specifically excluding any "Special Bonus" paid to you in the amount of \$120,000 in respect of the year ended January 31, 2008) or any incentive award (including equity awards such as stock options or restricted stock units, but specifically excluding any shares of restricted stock) made to you during your employment with the Company as incentive for the specific fiscal year or years (in the case of equity awards granted during your employment with the Company, the portion of the award vested during such fiscal year or years) required to be restated for the year ended January 31, 2009 and thereafter. For example, if you are granted an award in the year ended January 31, 2010 (and during your employment with the Company) that vests in installments based on performance in the year ended January 31, 2011 and the year ended January 31, 2012, and VSI's financial statements for the year ended January 31, 2011 are required, as a result of your misconduct, to be restated due to material noncompliance with any financial reporting requirements as set forth above, the portion of the award which vests in the year ended January 31, 2011 based on achievement of the performance targets for the year ended January 31, 2011 shall be subject to clawback in accordance with this clause 7, but the portion of the award which vests in the year ended January 31, 2012 shall not be subject to forfeiture or clawback. Or, if based on the same facts as set forth in the preceding sentence, you are paid a bonus in the year ended January 31, 2012 for performance in the year ended January 31, 2011, such bonus shall be subject to clawback in accordance with this clause 7, but not any bonus paid for any other fiscal year. The amount to be recovered from you shall be the amount by which the bonus or incentive compensation award exceeded the amount that would have been payable to you had the financial statements been initially filed as restated (including, but not limited to, the entire award), as reasonably determined by the Committee.

7.2 The Company shall determine, in its absolute sole discretion, whether it shall effect any such recovery by way of:

- (a) immediately seeking repayment from you;
- (b) reducing the amount that would otherwise be payable to you under any Annual Bonus, Quarterly Bonus or other incentive arrangement maintained by the Company;
- (c) withholding payment of any future increases in salary or any Annual Bonus, Quarterly Bonus or other incentive awards that would otherwise have been made to you; or
- (d) by any combination of the foregoing.

7.3 You agree for the purposes of section 13 of the Employment Rights Act 1996 that, where the circumstances of this clause 7 are fulfilled, the Company may make appropriate deductions from any remuneration to which you would otherwise be entitled under any relevant bonus or other incentive plan (or by way of salary increase). It is however acknowledged and agreed

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that no such deductions may be made from the basic salary or pension contributions to which you shall be entitled at the time such deductions are made.

7.4 This clause 7 is without prejudice to the Company's right to terminate your employment by reason of gross misconduct in the event that it determines that you have been responsible for a mis-statement in the financial statements or company accounts of VSI.

## 8. **Post-Termination Restrictive Covenants**

8.1 Your previously agreed obligations under clause 18 of the Contract shall be unaffected by this Agreement, save that:

- (a) the following words shall be added at the end of sub-clause 18.6.2: "... and being business of a type in which you were involved in the last 12 months or your employment (the "Restricted Business")";
- (b) the following words shall be added at the start of sub-clause 18.6.3: "For the purposes of carrying out the Restricted Business...";
- (c) the definition of "Restricted Area" in sub-clause 18.9 be substituted with the following: "England, Scotland, Wales, Ireland and any country in North America, Europe, the Middle East or Africa in which the Company or any Associated Company practices the Restricted Business; and
- (d) for the avoidance of doubt, you expressly acknowledge that your obligations previously relating to or owed to Comverse under clause 18 of the Contract now relate to and are owed to the Company.

## 9. **Compromise Agreement**

9.1 Receipt of the benefits described at sub-clauses 1.1, 2.2, 5 and 6 above are conditional upon you signing a Compromise Agreement (or equivalent termination agreement), in substantially the same form as that appearing in Schedule 1 of this Agreement confirming your acceptance of the benefits in full and final settlement of all and any claims which you may have against the Company or any Associated Company. If the Compromise Agreement has not been executed and delivered to the Company within sixty (60) calendar days following your termination, the Company will cease to have any obligations to make any payments or provide any benefits under this Agreement.

## 10. **Assignment of Intellectual Property**

10.1 You agree that upon conception and/or development of any idea, discovery, invention, improvement, software, writing or other material or design that: (i) relates to the business of the Company or any Associated Company, or (ii) relates to the Company's or any Associated Company's actual or demonstrably anticipated research or development, or (iii) results from any work performed by you for the Company or any Associated Company, to the extent that ownership does not vest in the Company by operation of the law, you will assign to the Company (or its designee) the entire right, title and interest in and to any such idea, discovery, invention, improvement, software, writing or other material or design. You hereby irrevocably waive all moral rights under the Copyright Designs and Patents Act 1988 (and all similar rights in other jurisdictions) which you may have in any of the works referred to in this clause.

10.2 You have no obligation to assign any idea, discovery, invention, improvement, software, writing or other material or design that you conceive and/or develop entirely in your own time

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without using the Company's or its affiliates' equipment, supplies, facilities, or trade secret information unless the idea, discovery, invention, improvement, software, writing or other material or design either: (i) relates to the business of the Company or any Associated Company, or (ii) relates to the Company's or any Associated Company's actual or demonstrably anticipated research or development, or (iii) results from any work performed by you for the Company or any Associated Company, in which case you will assign to the Company (or its designee) the entire right, title and interest in and to any such idea, discovery, invention, improvement, software, writing or other material or design.

- 10.3 You agree that any idea, discovery, invention, improvement, software, writing or other material or design that relates to the business of the Company or any Associated Company or relates to the Company's or any Associated Company's actual or demonstrably anticipated research or development which is conceived or suggested by you, either solely or jointly with others, within one (1) year following termination of your employment shall be presumed to have been so made, conceived or suggested in the course of such employment with the use of the Company's equipment, supplies, facilities, and/or trade secrets unless you can conclusively prove otherwise.
- 10.4 In order to determine the rights of you and the Company in any idea, discovery, invention, improvement, software, writing or other material, and to ensure the protection of the same, you agree that during your employment, and for one (1) year after termination of your employment, you will immediately and fully disclose to the Company any idea, discovery, invention, improvement, software, writing or other material or design conceived, made or developed by you solely or jointly with others. The Company agrees to keep any such disclosures confidential. You also agree to record descriptions of all work in the manner directed by the Company and agree that all such records and copies, samples and experimental materials will be the exclusive property of the Company.
- 10.5 You agree that at the request of and without charge to the Company, but at the Company's expense, you will execute a written assignment of the idea, discovery, invention, improvement, software, writing or other material or design to the Company (or its designee) and will assign to the Company (or its designee) any application for letters patent or for trademark registration made thereon, and to any common-law or statutory copyright therein; or to any application for a registered design right (or equivalent) or to any unregistered design right (or equivalent) therein, or other property right therein; and that you will do whatever may be necessary or desirable to enable the Company (or its designee) to secure any patent, trademark, copyright, design right or other property right therein in the United States, UK, and in any foreign country, and any division, renewal, continuation, or continuation in part thereof, or for any reissue of any patent issued thereon.
- 10.6 In the event the Company is unable, after reasonable effort, and in any event after ten business days of exerting such reasonable efforts, to secure your signature on a written assignment to the Company of any application for letters patent or for trademark registration, or to any common-law or statutory copyright, or to any application for a registered design right (or equivalent) or to any unregistered design right (or equivalent) or other property right therein, whether because of your physical or mental incapacity or for any other reason whatsoever, you irrevocably designate and appoint the Chief Legal Officer and/or General Counsel of VSI as your attorney-in-fact to act on your behalf to execute and file any such application and to do all other lawfully permitted acts to further the prosecution and issuance of such letters patent, copyright or trademark.
- 10.7 You acknowledge that to the extent permitted by law, all work papers, reports, documentation, drawings, photographs, negatives, tapes and masters therefor, prototypes and other materials (hereinafter, "items"), including without limitation, any and all such items generated and maintained on any form of electronic media, generated by you during your employment with
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the Company shall be considered a “work made for hire” and that ownership of any and all copyrights in any and all such items shall belong to the Company. The item will recognize the Company as the copyright owner, will contain all proper copyright notices, e.g., “(creation date) Verint Systems Inc., All Rights Reserved,” and will be in condition to be registered or otherwise placed in compliance with registration or other statutory requirements throughout the world.

11. **Change in Control Equity Acceleration**

11.1 Upon a Change in Control (as defined herein or in the applicable stock incentive compensation plan), if outstanding equity awards held by all senior executives of the VSI are not assumed in connection with such Change in Control, all of your outstanding equity awards shall vest and become non-forfeitable, with any outstanding stock options immediately vesting and becoming exercisable, the restriction period (including any vesting requirements) on any restricted stock and restricted stock units held by you shall lapse, and any other vesting requirements or conditions with respect to the foregoing or other equity-based awards (including any “phantom” awards) held by you shall lapse and be disregarded. For purposes of this clause 11, an equity award shall be considered assumed if, and only if, each of the following conditions are met: (i) stock options and stock appreciation rights are converted into a replacement award in a manner that complies with Section 409A of the U.S. Internal Revenue Code and preserves the intrinsic value of the equity award on the date of the Change in Control; (ii) restricted stock units and restricted stock awards are converted into a replacement award covering a number of shares of common stock of the entity effecting the Change in Control (or a successor or parent corporation), as determined on a basis no less favorable to the holder of such award than the treatment applied to shareholders generally; **PROVIDED THAT** to the extent that any portion of the consideration received by holders of VSI common stock in the Change in Control transaction is not in the form of the common stock of such entity (or a successor or parent corporation), the number of shares covered by the replacement award shall be based on the average of the high and low selling prices of the common stock of such entity (or a successor or parent corporation) that is the subject of the replacement award on the established stock exchange on the trading day immediately preceding the date of the Change in Control; (iii) the replacement award contains provisions for scheduled vesting, attainability of performance targets (if applicable) and treatment on termination of employment (including the definition of Cause and Good Reason as set forth in the controlling document) that are no less favorable to the holder than the underlying award being replaced (including taking into account any provisions of any employment agreement), and all other terms of the replacement award (other than the security and number of shares represented by the replacement award) are no less favorable to the holder than the underlying award; and (iv) the security represented by the replacement award is of a class that is publicly held and traded on an established stock exchange. In the event your awards are assumed in connection with a Change in Control in accordance with this clause 11, your underlying award(s), and any replacement award(s), shall be treated no less favorably than the standards set forth in items (i) through (iv) of the preceding sentence.

**SIGNED** by:

/s/ David Parcell

**David Parcell**

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**SIGNED FOR** and on behalf of )  
**VERINT SYSTEMS UK LIMITED** )

/s/ Douglas Robinson Director

/s/ Peter Fante Director/Company Secretary

July 13, 2011 Dated

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SCHEDULE 1

Draft No: \*\*\*\*  
Draft Date: \*\*\*\*

**DATED**

**200\***

- (1) VERINT SYSTEMS UK LIMITED
- (2) DAVID PARCELL

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**DRAFT COMPROMISE AGREEMENT**

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21 Tudor Street, London EC4Y 0DJ  
**Telephone:** +44 (0) 20 7039 5959  
**Fax:** +44 (0) 20 7039 5999

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**WITHOUT PREJUDICE**

**DATED** 200\*  
**PARTIES**

- (1) Verint Systems UK Limited (a company registered in England and Wales with company number 02602824) whose registered office is at [ • ] (“**the Company**”) and
- (2) David Parcell of [ • ] (“**the Employee**”);

**INTRODUCTION**

- (A) The Employee was employed under the terms of a contract of employment dated 16 April 2001 which was amended by means of a Supplemental Employment Agreement dated 13 June 2008 and further amended by an Amended and Restated Supplemental Employment Agreement dated [ ]2011. These documents will hereafter collectively be referred to as “**the Contract**”.
- (B) The Parties are entering into this Agreement (which is executed by the Employee only as a Deed) to record and implement the terms and conditions on which the Employee’s employment [has] [will] come to an end.

**AGREEMENT**

**1. DEFINITIONS AND INTERPRETATION**

1.1 In this Agreement the following expressions shall have the following meanings:

“**the Group**” means any company which is a holding company of the Company or a subsidiary undertaking of the Company or of any such holding company (as such expressions are defined in Sections 548, 1159 and 1162 of the Companies Act 2006);

“**NICs**” means employee National Insurance Contributions;

“**Termination**” means the termination of the Employee’s employment by the Company on the Termination Date;

“**Termination Date**” means the date specified in clause 2 of this Agreement.

1.2 References to clauses or clause numbers shall, unless the contrary is apparent from the context, be to clauses and clause numbers of this Agreement.

**2. TERMINATION DATE**

2.1 The employment of the Employee by the Company [will] terminate[d] on [ • ] [by mutual agreement and he [will]/[has] receive[d] (together with his P45) his salary and other benefits including payment for all accrued holiday entitlement until this date [in the agreed sum of £[ • ]] less tax and other statutory deductions.

2.2 The Company will reimburse to the Employee all reasonable business expenses incurred before the Termination Date by the Employee in connection with his duties to the Company and/or any Group Company subject to the Employee’s compliance with the Company’s usual guidelines relating to the reimbursement of expenses and the production of appropriate receipts or other supporting documents.

### 3. FULL AND FINAL SETTLEMENT

3.1 The Employee accepts the severance terms and arrangements set out in this Agreement in full and final settlement of all or any costs, claims, expenses, rights of action or any other rights which he has or may have against the Company or any member of the Group or any shareholder, director, employee, agent or officer of the Company or any member of the Group. He waives any entitlement to such costs, claims, expenses, rights of action and other rights against the Company or any member of the Group or such shareholder, director, employee, agent or officer including, without limitation, the following:

- (A) any claim for unfair dismissal under the Employment Rights Act 1996 or any contractual redundancy payment arising out of the Termination;
- (B) any claim for a statutory redundancy payment under the Employment Rights Act 1996 as a result of the Termination;
- (C) any claim for unlawful deduction from wages under the Employment Rights Act 1996 arising from any sum due in connection with the Employee's employment and outstanding on the Termination;
- (D) any claim under Regulation 30, 31, 32 or any other provision of the Working Time Regulations 1998;
- (E) any claim for unlawful discrimination under Sections 4, 7, 32, 33 or any other provision of the Race Relations Act 1976 ( "RRA" ) in connection with his employment or the Termination;
- (F) any claim for unlawful discrimination under Sections 4, 5, 6, 12, 57, 58 or any other provision of the Disability Discrimination Act 1995 ( "DDA" ) in connection with his employment or the Termination;
- (G) any claim for unlawful discrimination under any provision of the Employment Equality (Age) Regulations 2006 in connection with his employment or Termination;
- (H) any claim for wrongful dismissal or any claim for breach of any express or implied term of the Contract;
- (I) any claim under European Union Law in connection with his employment or the Termination;
- (J) any claim under Section 47B of the Employment Rights Act 1996;
- (K) any claim for accrued but untaken holiday entitlement;
- (L) any other claim under statute, contract or common law arising out of his employment or the Termination but excluding any claim the Employee might have for any personal injuries suffered in the course of his employment or in relation to the Employee's accrued pension entitlement.

3.2 The Employee undertakes that neither he nor anyone acting on his behalf shall institute legal proceedings against the Company or any member of the Group or any of its or their officers or employees in the employment tribunal or any other court or tribunal other than to enforce the terms of this Agreement.

- 3.3 After taking the legal advice referred to in this Agreement the claims which the Employee is aware he has or may have against the Company and/or any member of the Group are those referred to in clause 3.1.
- 3.4 The parties acknowledge and agree that the relevant conditions relating to compromise agreements in Section 203 of the Employment Rights Act 1996 and to compromise contracts under Section 72 of the RRA, Section 9 of the DDA, Paragraph 2(2) Schedule 5 of the Employment Equality (Age) Regulations 2006 and Section 32 of the Working Time Regulations 1998 have been satisfied and the Employee confirms that he has received independent legal advice on the terms and effect of this Agreement, and its effect on his ability to pursue his rights before an employment tribunal, and, in particular, his ability to bring claims for unfair dismissal, redundancy, any unauthorised deductions from wages, race, disability discrimination, or any claim under European Law. The Employee will procure that a certificate attached as Schedule 1 will be supplied to the Company by the Employee's legal advisor.
- 3.5 The Company will pay up to the sum of £750 + VAT as a contribution towards the Employees legal costs incurred for advice received in respect of this Agreement. Payment will be made directly to the adviser's firm upon receipt by the Company of an invoice addressed to the Employee and marked payable by the Company.

#### 4. COMPENSATION

- 4.1 Subject to the Company receiving this Agreement signed by the Employee and the certificate attached as Schedule 1 signed by the Employee's legal advisor and also subject to the Employee's strict compliance with the terms of this Agreement, the Company will pay the Employee the sum of £[ • ] ("the Compensation Payment") in accordance with the payment provisions contained in the Contract made up as follows [ *insert applicable amounts depending on circumstances giving rise to termination: ie whether the Severance Bonus, Annual Bonus (less any Quarterly Bonuses), Additional Bonus or Change of Control terms are triggered* ].

*[In the event that the Change of Control provisions under the Amended and Restated Supplemental Employment Agreement are triggered, also include the following:*

- 4.2 In addition to the Compensation Payment, the Employee will be entitled to the favourable stock treatment set out in clause 6.1(z) of the Amended and Restated Supplemental Employment Agreement dated [ ]2011.]
- 4.3 The Compensation Payment will be subject to such statutory deductions which the Company will be obliged to make.

#### 5. COMPANY PROPERTY

The Employee undertakes that he will promptly return to the Company all keys, correspondence, documents, specifications, reports, papers, and records, and all copies in whatever form they may be stored, and any other property belonging to the Company or the Group which may be in his possession or control, including computers, cell phones, blackberries...etc., and any property belonging to others which may be in his possession or control, and which relates in any way to the business or affairs of the Company or the Group, or to any supplier, agent, distributor, or customer of the Company or the Group.



**6. RESTRICTIVE COVENANTS**

The Employee acknowledges that he will remain bound by the terms of clause 18 of the Contract (as amended by the Supplemental Employment Agreements referred to above).

**7. CONFIDENTIALITY**

7.1 The parties agree that, save for disclosure to their legal and/or financial advisers or to the HM Revenue & Customs (and in the case of the Employee to his immediate family) and save as may be required by law, they will keep confidential the terms and existence of this Agreement.

7.2 Each party agrees that it will not make or publish or cause to be made or published any disparaging or untrue remark about the other party or, as the case may be, its directors, officers or employees.

**8. WARRANTIES**

The Employee warrants to the Company as follows:

8.1 he has not presented a Claim Form at an office of the Employment Tribunals, or issued a claim form in the High Court or County Court, in respect of any claim in the United Kingdom in connection with his employment with the Company, and/or any member of the Group or the Termination;

8.2 he has not commenced any other legal proceedings in the United Kingdom or elsewhere in respect of any claim in connection with his employment with the Company and/or any member of the Group or the Termination;

8.3 he has not done any act or omitted to do any act which

(A) if it was done or omitted to have been done (as appropriate) and had come to the attention of the Company before the Termination Date would have entitled the Company to terminate his employment summarily and without compensation or

(B) if it was done or omitted to have been done (as appropriate) after the Termination Date would have been in breach of the terms of this Agreement had it been done or omitted to have been done (as the case may be) after the date of this Agreement;

8.4 he has committed no breach of duty (including fiduciary duty) owed to the Company or any other member of the Group. For the avoidance of doubt, this Agreement shall not operate to release the Employee from any liability owed to any member of the Group of which the Employee was a director by virtue of his employment with the Company;

8.5 other than those claims referred to in clause 3.1 and having taken the legal advice referred to in this Agreement he is not aware of any claim he may have against the Company or any member of the Group of whatever nature arising out of his employment or the Termination, nor of any circumstances which might give rise to such a claim;

8.6 he has provided to his legal advisor referred to in clause 3.4 all relevant information relating to his employment with the Company and any Group Company and the Termination to enable the legal advisor to advise the Employee on any statutory claims the Employee may have; and

8.7 he has not at the date of this Agreement accepted, agreed to accept or been made any offer of a new contract of service or for services nor has he entered into any form of arrangement that such an offer will be made at any time in the future.

**9. RESIGNATION FROM OFFICE**

By accepting the terms of this Agreement the Employee will be deemed to resign on the Termination Date from his position as a director of the Company and from all or any other office which he holds in the Company and/or any member of the Group which resignation, if requested, shall be in the form of Schedule 2 to this Agreement.

**10. THIRD PARTIES**

The Company is entering this Agreement for itself and on behalf of each Group Company each of which may directly enforce any rights it has against the Employee.

**11. GENERAL**

11.1 This Agreement shall be governed by and construed in accordance with the laws of England and Wales.

11.2 Except in relation to any provisions of the Contract which are stated to apply following the Termination (namely: the restrictive covenants referred to in clause 6 above and the provisions relating to the Clawback of Bonus and/or Incentive Awards, the Assignment of Intellectual Property and the Indemnification and Directors and Officers Liability Insurance contained in clauses 4, 7 and 10 of the Amended and Restated Supplemental Employment Agreement dated [ ] 2011), this Agreement sets out the entire agreement between the parties in relation to the rights of the Employee arising upon or in relation to the Termination. The Employee acknowledges and warrants to the Company that he is not entering into this Agreement in reliance upon any representation which is not expressly set out in this Agreement.

11.3 Although marked “Without Prejudice” this Agreement and associated “Without Prejudice” correspondence shall become open and binding as between the parties when this Agreement has been signed by both of them and dated.

**EXECUTION**

The Parties have executed this Agreement on the date first mentioned above as evidence of their agreement to its terms .

SIGNED as a Deed by )  
Director )  
for and on behalf of )  
**Verint Systems UK Limited** )  
this day of 200\* )

[SIGNED by )  
Director )  
for and on behalf of )

**Verint Systems UK Limited** )  
this day of 200\* )]

EXECUTED and DELIVERED as a Deed by )  
**David Parcell** )  
this day of [ ] )  
in the presence of: )

Witness signature \_\_\_\_\_

Witness name \_\_\_\_\_

Witness address \_\_\_\_\_

\_\_\_\_\_

Witness occupation \_\_\_\_\_

**SCHEDULE 1**

I, [ \_\_\_\_\_ ], a solicitor with [ \_\_\_\_\_ ], confirm to Verint Systems UK Limited (the “**Company**”) that I gave independent legal advice to David Parcell as to the terms and effect of the Compromise Agreement to which this Schedule 1 is attached and in particular its effects on his ability to bring claims before an Employment Tribunal.

I confirm that I am a relevant independent advisor for the purposes of the statutory provisions to which reference is made in clause 3.4 of the Compromise Agreement to which this Schedule 1 is attached. Further, at the time I gave the advice referred to above there was in force a policy of insurance or an indemnity covering members of a profession or a professional body covering the risk of a claim by David Parcell in respect of any loss arising in consequence of that advice.

I confirm that I am not acting and have not acted in this matter for the Company or any associated Company.

Signed: \_\_\_\_\_

Dated: \_\_\_\_\_

**SCHEDULE 2**

**Draft Letter of Resignation**

The Board of Directors

[                    ]

Dear Sirs

I resign with immediate effect as a director of the [ **above** ] compan[y][ies] and confirm that I have no claim whatsoever outstanding against the Company arising from the termination of my directorship or otherwise save as set out in a Compromise Agreement dated [                    ].

Yours faithfully

**David Parcell**

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## AMENDED AND RESTATED EMPLOYMENT AGREEMENT

AMENDED AND RESTATED EMPLOYMENT AGREEMENT (this "Agreement") dated as of July 13, 2011 ("Effective Date") by and between Verint Systems Inc. (the "Company") and Douglas E. Robinson ("Executive").

**WHEREAS**, the Executive currently holds the position indicated on Schedule I hereto with the Company (the "Position") and desires to continue in such Position, pursuant to the terms and conditions set forth in this Agreement;

**WHEREAS**, the Company desires to continue to employ the Executive in the Position; and

**WHEREAS**, both parties wish to set forth their understanding and agreement regarding the employment of the Executive by the Company;

**NOW THEREFORE**, in consideration of the premises and mutual covenants herein and for other good and valuable consideration, the parties agree as follows:

1. Term of Employment. Subject to the provisions of Section 9 hereof and Annex A of this Agreement, Executive shall be employed by the Company for a period commencing on the Effective Date and ending on January 31, 2013 (the "Employment Term") on the terms and subject to the conditions set forth in this Agreement; *provided, however*, that commencing with February 1, 2013, and on each anniversary thereafter (each an "Extension Date"), the Employment Term shall be automatically extended for an additional one-year period, unless the Company or Executive provides the other party hereto 90 days prior written notice before the next Extension Date that the Employment Term shall not be so extended.

2. Position.

(a) During the Employment Term, Executive shall serve in the capacity of the Position. In such Position, Executive shall perform duties of the type customarily performed by persons serving in such Position at corporations of the size, type and nature of the Company. Executive shall report to the President & Chief Executive Officer of the Company and the Audit Committee of the Board, as appropriate ("Supervisor").

(b) During the Employment Term, Executive will devote Executive's full business time and best efforts to the performance of Executive's duties hereunder and will not engage in any other business, profession or occupation for compensation or otherwise which would conflict or interfere with the rendition of such services either directly or indirectly, without the prior written consent of Executive's Supervisor; *provided* in each case, and in the aggregate, that such activities do not conflict or interfere with the performance of Executive's duties hereunder or conflict with Sections 10 or 11 hereof.

3. Base Salary. During the Employment Term, the Company shall pay Executive a base salary at the annual rate indicated on Schedule I hereto, payable in regular installments in accordance with the Company's payroll practices for senior executive officers. Executive shall be entitled to such increases in Executive's base salary, if any, as may be determined from time

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to time in the sole discretion of Executive's Supervisor and/or the Committee, as applicable. Executive's annual base salary, as in effect from time to time, is hereinafter referred to as the "Base Salary."

4. Annual Bonus. With respect to the fiscal year beginning with February 1, 2009 and each full fiscal year during the Employment Term, Executive shall be eligible to earn an annual bonus award the target for which is set forth on Schedule I hereto (the "Target") based upon the achievement of performance goals established by Executive's Supervisor (or the Committee, if applicable). Executive shall be entitled to such increases in the Target, if any, as may be determined from time to time in the sole discretion of Executive's Supervisor (or the Committee, if applicable). Executive's annual bonus award, as in effect from time to time, is hereinafter referred to as the "Annual Bonus." The Annual Bonus will be paid in accordance with the Company's normal payroll practices for senior executive bonuses, but no later than the later of the 15th calendar day of the third month following the end of Executive's first taxable year in which the right to payment is no longer subject to a "substantial risk of forfeiture" (within the meaning of Section 409A) or the 15th calendar day of the third month following the end of the Company's first taxable year in which the right to payment is no longer subject to a "substantial risk of forfeiture" (within the meaning of Section 409A). The determination as to whether the performance goals have been achieved and whether and to what extent any bonus is to be paid with respect to such achievement shall be made in the sole discretion of the Supervisor (or the Committee, if applicable) and shall be consistent with and subject to the requirements set forth in Section 162(m) of the Code with respect to individuals who are "covered employees" within the meaning of Section 162(m) of the Code. For the avoidance of doubt, unless otherwise provided in this Agreement, Executive's Annual Bonus shall remain subject to a "substantial risk of forfeiture" until the date when the Supervisor or the Committee (as applicable) makes a determination as to the satisfaction of the relevant performance goal or goals relating to such bonus and the extent of the payment thereof.

5. Change in Control. Upon a Change in Control (as defined herein or in the applicable stock incentive compensation plan), if outstanding equity awards held by all senior executives of the Company are not assumed in connection with such Change in Control, all Executive's outstanding equity awards shall vest and become non-forfeitable, with any outstanding stock options immediately vesting and becoming exercisable, the restriction period (including any vesting requirements) on any restricted stock and restricted stock units held by Executive shall lapse, and any other vesting requirements or conditions with respect to the foregoing or other equity-based awards (including any "phantom" awards) held by Executive shall lapse and be disregarded. For purposes of this Section 5, an equity award shall be considered assumed if, and only if, each of the following conditions are met: (i) stock options and stock appreciation rights are converted into a replacement award in a manner that complies with Section 409A and preserves the intrinsic value of the equity award on the date of the Change in Control; (ii) restricted stock units and restricted stock awards are converted into a replacement award covering a number of shares of common stock of the entity effecting the Change in Control (or a successor or parent corporation), as determined on a basis no less favorable to the holder of such award than the treatment applied to shareholders generally; *provided* that to the extent that any portion of the consideration received by holders of the Company common stock in the Change in Control transaction is not in the form of the common stock of such entity (or a successor or parent corporation), the number of shares covered by the

replacement award shall be based on the average of the high and low selling prices of the common stock of such entity (or a successor or parent corporation) that is the subject of the replacement award on the established stock exchange on the trading day immediately preceding the date of the Change in Control; (iii) the replacement award contains provisions for scheduled vesting, attainability of performance targets (if applicable) and treatment on termination of employment (including the definition of Cause and Good Reason as set forth in the controlling document) that are no less favorable to the holder than the underlying award being replaced (including taking into account any provisions of any employment agreement), and all other terms of the replacement award (other than the security and number of shares represented by the replacement award) are no less favorable to the holder than the underlying award; and (iv) the security represented by the replacement award is of a class that is publicly held and traded on an established stock exchange. In the event Executive's awards are assumed in connection with a Change in Control in accordance with this Section 5, his underlying award(s), and any replacement award(s), shall be treated no less favorably than the standards set forth in clauses (i) through (iv) of the preceding sentence.

6. Employee Benefits. During the Employment Term, Executive shall receive employee benefits and be eligible to participate in all employee benefit plans in a manner commensurate with other senior executive officers of the Company.

7. Business Expenses; Perquisites; Vacation.

(a) Expenses. During the Employment Term, reasonable business expenses incurred by Executive in the performance of Executive's duties hereunder shall be reimbursed by the Company in accordance with Company policies and subject to the Reimbursement Rules (as described in Section 13(h)(v), hereof).

(b) Perquisites. During the Employment Term, the Company shall provide Executive with the perquisites indicated on Schedule I hereto, if any.

(c) Vacation. Executive shall be entitled to the number of weeks of paid vacation per calendar year provided for on Schedule I hereto.

8. Clawback. Notwithstanding anything to the contrary, if the Company's financial statements for the year ended January 31, 2006 and thereafter are restated due to material noncompliance, as a result of misconduct by Executive, with any financial reporting requirement under the U.S. securities laws applicable to such fiscal year, Executive shall, at the request of the Committee, return or forfeit, as applicable, all or a portion (but no more than 100%) of any bonus or any incentive award (including equity awards) made to Executive during the Employment Term as incentive for the specific fiscal year or years (in the case of equity awards granted during the Employment Term, the portion of the award vested during such fiscal year or years) required to be restated for the year ended January 31, 2006 and thereafter. For example, if Executive is granted an award in FY 2009 (and during the Employment Term) that vests in installments based on performance in FY 2010 and 2011, and the Company's financial statements for FY 2010 are required, as a result of misconduct by Executive, to be restated due to material noncompliance with any financial reporting requirements as set forth above, the portion of the award which vests in FY 2010 based on achievement of the performance targets for FY



2010 shall be subject to clawback in accordance with this Section 8, but the portion of the award which vests in FY 2011 shall not be subject to forfeiture or clawback. Or, if based on the same facts as set forth in the preceding sentence, Executive is paid a bonus in FY 2011 for performance in FY 2010, such bonus shall be subject to clawback in accordance with this Section 8, but not any bonus paid for any other fiscal year. The amount to be recovered from Executive shall be the amount by which the bonus or incentive compensation award exceeded the amount that would have been payable to Executive had the financial statements been initially filed as restated (including, but not limited to, the entire award), as reasonably determined by the Committee. The Committee shall determine whether the Company shall effect any such recovery (i) by seeking repayment from Executive, (ii) by reducing (subject to applicable law, including Section 409A, and the terms and conditions of the applicable plan, program or arrangement) the amount that would otherwise be payable to Executive under any compensatory plan, program or arrangement maintained by the Company, (iii) by withholding payment of future increases in compensation (including the payment of any discretionary bonus amount) or grants of compensatory awards that would otherwise have been made in accordance with the Company's compensation practices, or (iv) by any combination of the foregoing.

9. Termination. The Employment Term and Executive's employment hereunder may be terminated by either party at any time and for any reason; provided that Executive will be required to give the Company at least 60 days advance written notice of any resignation of Executive's employment. Notwithstanding any other provision of this Agreement, the provisions of this Section 9 and Annex A shall exclusively govern Executive's rights upon termination of employment with the Company and its affiliates.

(a) Termination by the Company for Cause or by Executive's Resignation Without Good Reason.

(i) The Employment Term and Executive's employment hereunder may be terminated by the Company for Cause (as defined below) and shall terminate automatically upon Executive's resignation without Good Reason (as defined in Section 9(b)(ii) hereof).

(ii) For purposes of this Agreement, "Cause" shall mean: (A) (i) conviction of, or plea of guilty or nolo contendere to a felony or (ii) indictment for a crime involving dishonesty, fraud or moral turpitude which is materially harmful to the Company or any of its Subsidiaries (including reputational harm); (B) willful and intentional breach by Executive of Executive's obligations to the Company or any of its Subsidiaries or pursuant to this Agreement which is materially harmful to the Company or any of its Subsidiaries; (C) willful misconduct, or any willful dishonest or willful fraudulent act by Executive in connection with Executive's performance of his duties for the Company which is materially harmful to the Company; (D) material violation of any U.S. federal securities laws, rules or regulations, as determined by a U.S. court or any other U.S. government body of compliant jurisdiction; (E) material violation of any material Company policy or procedure provided to Executive, including without limitation a material violation of the Company's Code of Business Conduct and Ethics and the Company's policies on harassment, discrimination or substance abuse, resulting in material and demonstrable harm to the Company; or (F) Executive's gross neglect of his material duties for the Company which is materially harmful to the Company or any of its Subsidiaries;

provided that Executive does not cure such misconduct described in (B), (C) or (F), or such misconduct is not susceptible to cure, within 15 days following his receipt from the Company of written notice of the same. No termination for Cause shall qualify as a termination for Cause under this Agreement unless made by a majority of the Board, at a meeting of the Board, held for such purpose, where Executive and his counsel had an opportunity, on at least 15 days notice, to be heard before the Board.

(iii) If Executive's employment is terminated by the Company for Cause, or if Executive resigns without Good Reason, Executive shall be entitled to receive:

- (A) the Base Salary through the date of termination;
- (B) any Annual Bonus earned, but unpaid, as of the date of termination for the immediately preceding fiscal year, paid in accordance with Section 4 hereof;
- (C) to the extent permitted by the Company's vacation policy or to the extent required by applicable law, payment for accrued but unused vacation;
- (D) such Employee Benefits, if any, as to which Executive may be entitled under the employee benefit plans of the Company; and
- (E) any amounts owed to Executive under Section 13(c) hereof (the amounts described in clauses (A) through (E) hereof being referred to as the "Accrued Rights").

Following such termination of Executive's employment by the Company for Cause or resignation by Executive without Good Reason, except as set forth in this Section 9(a)(iii), Executive shall have no further rights to any compensation or any other benefits under this Agreement.

(b) Termination by the Company Without Cause or Resignation by Executive for Good Reason (Whether or Not in Connection With a Change in Control).

(i) The Employment Term and Executive's employment hereunder may be terminated by the Company without Cause or by Executive's resignation for Good Reason.

(ii) For purposes of this Agreement, "Good Reason" means the occurrence of any of the following events without Executive prior written consent (A) a significant reduction in Executive's authorities duties, position, titles or reporting status; (B) the assignment to Executive of duties inconsistent with Executive's status as Position or an adverse alteration in the nature of Executive's duties and/or responsibilities, reporting relationships, positions, titles or authority; (C) following a Change in Control, Executive ceasing to be the chief financial officer of a publicly traded company; (D) a material reduction by the Company in Executive's Base Salary or Target bonus; (E) the Company's provision of a non-extension notice under Section 1 hereof; or (F) the relocation of Executive's place of employment or the Company's corporate headquarters by more than 25 miles from their location as of the Effective

Date; (G) a material breach by the Company of any provision of this Agreement or any other agreement between Executive and Company and its Subsidiaries or (H) any failure by the Company to obtain the assumption in writing of any obligation of the Company or any affiliate to perform any agreement between Executive and the Company or any affiliate by any successor to all or substantially all of the assets of the Company, whether by operation of law or contractually, as of the date of such transaction, provided that the events described in this Section 9(b)(ii) shall, except with respect to the foregoing clause (E), constitute Good Reason only if the Company fails to cure such event within 30 days after receipt from Executive of written notice of the event which constitutes Good Reason; provided, further, that "Good Reason" shall cease to exist for an event on the 90th day following the later of its occurrence or Executive's knowledge thereof, unless Executive has given the Company written notice thereof prior to such date.

(iii) If Executive's employment is terminated by the Company without Cause (other than by reason of death or Disability) or if Executive resigns for Good Reason, Executive shall be entitled to receive:

(A) the Accrued Rights; and

(B) subject to Executive's continued compliance with the provisions of Sections 10 and 11 hereof:

(1) a lump sum cash payment of the Base Salary, as in effect on the date of termination of Executive's employment or, if higher, as of the date immediately prior to the first event or circumstance constituting Good Reason in connection with such departure, equal to the number of months set forth on Schedule I hereto after the date of such termination, payable on the 60th calendar day following the termination of Executive's employment;

(2) a lump sum cash payment of a pro rata portion of the Annual Bonus, if any, that Executive would have been entitled to receive pursuant to Section 4 hereof in such year following the conclusion of the performance period, based upon the percentage of the fiscal year that shall have elapsed through the date of Executive's termination of employment and Executive's and the Company's actual performance for the applicable performance period, payable at the same time bonuses are paid to other senior executives of the Company for such fiscal year, but no later than the later of the 15th calendar day of the third month following the end of Executive's first taxable year in which the right to payment is no longer subject to a "substantial risk of forfeiture" (within the meaning of Section 409A) or the 15th calendar day of the third month following the end of the Company's first taxable year in which the right to payment is no longer subject to a "substantial risk of forfeiture" (the "Pro Rata Bonus");

(3) a lump sum cash payment equal to the percentage set forth on Schedule I hereto of the average Annual Bonus actually paid or payable with respect to the three most recently completed years (or, if three years have not been completed, such fewer number of completed years, or, if no year

has been completed, the Target), payable on the 60th calendar day following termination of Executive's employment; and

(4) for the number of months set forth on Schedule I hereto, following the date of termination of employment, the Company will reimburse the Executive for the cost (on a grossed-up basis) of maintaining health benefits under a group health plan of the Company or a Subsidiary of the Company; provided that (i) the Executive timely elects the continuation of group health plan benefits under the Consolidated Omnibus Budget Reconciliation Act of 1985 ("COBRA"), (ii) the Executive makes a payment to the Company in an amount equal to the monthly premium payments (both the employee and employer portion) required to maintain such coverage, and (iii) such reimbursement shall comply with the Reimbursement Rules (as described in Section 13(h)(v) hereof). The parties acknowledge that this coverage will count towards the Company's and such group health plan's obligation to provide Executive with the right to continuation coverage pursuant to COBRA and that Executive will be able to continue such coverage at his or her own expense for the balance of the period provided under COBRA. For the avoidance of doubt, the foregoing will not cover any short-term or long-term disability insurance benefits.

Following Executive's termination of employment under this Section 9(b) by the Company without Cause (other than by reason of Executive's death or Disability) or by Executive's resignation for Good Reason, in each case, which does not qualify as a Change in Control Termination, except as set forth in this Section 9(b)(iii), Executive shall have no further rights to any compensation or any other benefits under this Agreement unless Executive's termination is also a Change in Control Termination. In this event, Executive shall be entitled to the additional payments, benefits or entitlements under Annex A.

(c) Termination Upon Death.

- (i) The Employment Term and Executive's employment hereunder shall terminate upon Executive's death.
- (ii) Upon termination of Executive's employment hereunder upon Executive's death, Executive's estate shall be entitled to

receive:

- (A) the Accrued Rights;
- (B) a lump sum cash payment of the Pro Rata Bonus, if any, payable as provided in

Section 9(b)(iii)(B)(2) hereof; and

(C) for the number of months set forth on Schedule I hereto, following the date of termination of employment, the Company will reimburse the Executive's spouse and eligible dependents for the cost (on a grossed-up basis) of maintaining health benefits for Executive's spouse and eligible dependents under a group health plan of the Company or a Subsidiary of the Company; provided that (i) Executive's spouse and/or legal guardian for Executive's eligible dependents timely elects the continuation of group health plan benefits under COBRA, (ii) Executive's

spouse and/or legal guardian for Executive's eligible dependents makes a payment to the Company in an amount equal to the monthly premium payments (both the employee and employer portion) required to maintain such coverage, and (iii) such reimbursement shall comply with the Reimbursement Rules (as described in Section 13(h)(v) hereof). The parties acknowledge that this coverage will count towards the Company's and such group health plan's obligation to provide Executive's spouse and eligible dependents with the right to continuation coverage pursuant to COBRA and that Executive's spouse and/or eligible dependents will be able to continue such coverage at their own expense for the balance of the period provided under COBRA. For the avoidance of doubt, the foregoing will not cover any short-term or long-term disability insurance benefits.

Following Executive's termination of employment due to death, except as set forth in this Section 9(c)(ii), Executive shall have no further rights to any compensation or any other benefits under this Agreement.

(d) Termination Upon Disability.

(i) The Employment Term and Executive's employment hereunder shall be terminated by the Company if Executive becomes disabled within the meaning of the Company's applicable long-term disability plan then in effect (" Disability").

(ii) Upon termination of Executive's employment hereunder for Disability, Executive or Executive's estate (as the case may be) shall be entitled to receive:

(A) the Accrued Rights;

(B) a lump sum cash payment of the Pro Rata Bonus, if any, payable as provided in Section 9(b)(iii)(B)(2) hereof;

(C) a lump sum cash payment equal to the greater of (i) six months or (ii) the number of full and partial months from the date of termination of employment and until the date on which the Executive would be eligible to receive benefits under the Company's long-term disability plan applicable to the Executive (but in no event more than 12 months) (such greater period, the " Overlap Period") of the Base Salary, as in effect on the date of termination of Executive's employment, payable on the 60th calendar day following termination of Executive's employment; and

(D) for a period equal to the Overlap Period following the date of termination of employment, the Company will reimburse the Executive for the cost (on a grossed-up basis) of maintaining health benefits under a group health plan of the Company or a Subsidiary of the Company; *provided* that (i) the Executive timely elects the continuation of group health plan benefits under COBRA, (ii) the Executive makes a payment to the Company in an amount equal to the monthly premium payments (both the employee and employer portion) required to maintain such coverage, and (iii) such reimbursement shall comply with the Reimbursement Rules (as described in Section 13(h)(v) hereof). The parties acknowledge that this coverage will count towards the Company's and such group health plan's obligation to provide Executive with the right to continuation coverage pursuant to COBRA and that Executive will be able to continue

such coverage at his or her own expense for the balance of the period provided under COBRA. For the avoidance of doubt, the foregoing will not cover any short-term or long-term disability insurance benefits.

Following Executive's termination of employment due to Disability, except as set forth in this Section 9(d)(ii), Executive shall have no further rights to any compensation or any other benefits under this Agreement.

(e) Termination by the Company Without Cause or Resignation by Executive for Good Reason Which Qualifies as a Change in Control Termination (as defined in Annex A). If the Employment Term and Executive's employment hereunder is terminated by the Company without Cause or by Executive's resignation for Good Reason, in either case, in a manner that qualifies as a Change in Control Termination within the meaning of Annex A, Executive shall be entitled to the payments, benefits and entitlements under Section 9(b)(iii) hereof as well as the additional payments, benefits and entitlements under Annex A.

(f) Expiration of Employment Term. In the event that the Company elects not to extend the Employment Term pursuant to Section 1 hereof, such event will constitute Good Reason. In the event Executive does not terminate Executive's employment for Good Reason (as provided above), the Employment Term will expire on the Extension Date that immediately follows the date of the notice of non-extension. In the event Executive elects not to extend the Employment Term pursuant to Section 1 hereof, the Employment Term will expire on the Extension Date that immediately follows the date of the notice of non-extension. For the avoidance of doubt, Executive's election not to renew shall not be deemed to waive any right of Executive under this Agreement prior to the expiration of this Agreement, including Executive's right to terminate employment for Good Reason upon the occurrence, following the notice of non-extension, of a subsequent event that otherwise would constitute Good Reason under this Agreement. Upon the expiration of the Employment Term and in the event Executive continues employment with the Company, Executive will execute the Company's then-standard form of employment letter agreement.

(g) Notice of Termination. Any purported termination of employment by the Company or by Executive (other than due to Executive's death) shall be communicated by written Notice of Termination (as defined below) to the other party hereto in accordance with Section 13(j) hereof. For purposes of this Agreement, a "Notice of Termination" shall mean a notice which shall indicate the specific termination provision in this Agreement relied upon and shall set forth in reasonable detail the facts and circumstances claimed to provide a basis for termination of employment under the provision so indicated. For purposes of termination of employment in the case of Disability, date of termination shall be 30 days from receipt by Executive of the Notice of Termination and Executive has not returned to work.

(h) Board/Committee Resignation. Upon termination of Executive's employment for any reason, if applicable, Executive agrees to resign, as of the date of such termination and to the extent applicable, from the Board (and any committees thereof) and the board of directors (and any committees thereof) of any of the Company's affiliates.

(i) No Mitigation; No Offset. In the event of any termination of Executive's employment under this Section 9, Executive shall be under no obligation to seek other employment and there shall be no offset against amounts due to Executive under this Agreement on account of any compensation attributable to any subsequent employment that he may obtain.

(j) Return of Company Property. Immediately following the date of any termination of Executive's employment, Executive or his personal representative shall immediately return all Company property in his possession, including but not limited to all computer equipment (hardware and software), telephones, facsimile machines, palm pilots and other communication devices, credit cards, office keys, security access cards, badges, identification cards and all copies (including drafts) of any documentation or information (however stored) relating to the business of the Company, its customers and clients or its prospective customers and clients.

(k) Waiver and Release. As a condition precedent to receiving the compensation and benefits provided under Sections 9(b), 9(d) and 9(e) hereof, Executive shall execute the waiver and release attached to this Agreement as Exhibit A (the "Release"). If the Release has not been executed and delivered to the Company within 60 calendar days following termination of Executive's employment, the Company will cease to have any obligations to make any payments or provide any benefits under Sections 9(b), 9(d) or 9(e) hereof, other than Executive's right to continued benefits under COBRA at Executive's own cost.

10. Non-Competition; Non-Solicitation.

(a) Executive acknowledges and recognizes the highly competitive nature of the businesses of the Company and its affiliates and accordingly agrees as follows:

(i) During the Employment Term and, for a period of two years following the date Executive ceases to be employed by the Company (the "Restricted Period"), Executive will not, whether on Executive's own behalf or on behalf of or in conjunction with any person, firm, partnership, joint venture, association, corporation or other business organization, entity or enterprise whatsoever ("Person"), directly or indirectly, solicit or assist in soliciting in competition with the Company or its affiliates, the business of any client or prospective client:

(A) with whom Executive had personal contact or dealings on behalf of the Company or its affiliates during Executive's employment;

(B) with whom employees reporting to Executive have had personal contact or dealings on behalf of the Company or its affiliates during Executive's employment; or

(C) for whom Executive had direct or indirect responsibility during Executive's employment.

(ii)

(A) During the Restricted Period, Executive will not himself or herself perform, or provide management of, supervision of, or advice on any other Person's performance of, Competitive Responsibilities. The term "Competitive Responsibilities" means duties and responsibilities that (x) are the same as or substantially similar to the duties and responsibilities Executive performed on behalf of the Company or its Subsidiaries within the two-year period prior to Executive's termination date and (y) involve the development, marketing, distribution, sale, or support of products or services that are competitive with the products or services offered by the Company and its Subsidiaries as of Executive's termination date.

(B) In addition to the restrictions in the preceding subsection, during the Restricted Period, Executive will not engage in any activity, whether as an officer, director, employee, consultant, partner, principal, member, shareholder, owner, or agent on behalf of any Named Competitor. The term "Named Competitor" means the companies listed on Exhibit B hereto, including any Subsidiaries, divisions, or controlled affiliates thereof.

(iii) Notwithstanding anything to the contrary in this Agreement, Executive may, directly or indirectly own, solely as an investment, securities of any Person engaged in the business of the Company or its affiliates which are publicly traded on a national or regional stock exchange or on the over-the-counter market if Executive (A) is not a controlling person of, or a member of a group which controls, such person and (B) does not, directly or indirectly, own 2% or more of any class of securities of such Person.

(iv) During the Restricted Period, Executive will not, whether on Executive's own behalf or on behalf of or in conjunction with any Person, directly or indirectly:

(A) solicit or encourage any employee of the Company or its affiliates to leave the employment of the Company or its affiliates;

(B) solicit from or encourage any consultant then under contract with the Company or its affiliates to cease to work with the Company or its affiliates; or

(C) hire any such employee who was employed by the Company or its affiliates as of the date of Executive's termination of employment with the Company or who left the employment of the Company or its affiliates coincident with, or within one year prior to or after, the termination of Executive's employment with the Company.

(b) It is expressly understood and agreed that although Executive and the Company consider the restrictions contained in Sections 10 and 11 hereof to be reasonable, if a final judicial determination is made by a court of competent jurisdiction that the time or territory or any other restriction contained in this Agreement is an unenforceable restriction against Executive, the provisions of this Agreement shall not be rendered void but shall be deemed amended to apply as to such maximum time and territory and to such maximum extent as such



court may judicially determine or indicate to be enforceable. Alternatively, if any court of competent jurisdiction finds that any restriction contained in this Agreement is unenforceable, and such restriction cannot be amended so as to make it enforceable, such finding shall not affect the enforceability of any of the other restrictions contained herein.

11. Confidentiality.

(i) Executive will not at any time (whether during or after Executive's employment with the Company) (A) retain or use for the benefit, purposes or account of Executive or any other Person; or (B) disclose, divulge, reveal, communicate, share, transfer or provide access to any Person outside the Company and its affiliates (other than its professional advisers who are bound by confidentiality obligations), any non-public, proprietary or confidential information — including without limitation trade secrets, know-how, research and development, software, databases, inventions, processes, formulae, technology, designs and other intellectual property, information concerning finances, investments, profits, pricing, costs, products, services, vendors, customers, clients, partners, investors, personnel, compensation, recruiting, training, advertising, sales, marketing, promotions, government and regulatory activities and approvals — concerning the past, current or future business, activities and operations of the Company, its Subsidiaries or affiliates and/or any third party that has disclosed or provided any of same to the Company on a confidential basis (“Confidential Information”) without the prior written authorization of the Company.

(ii) “Confidential Information” shall not include any information that is (A) generally known to the industry or the public other than as a result of Executive's breach of this covenant or any breach of other confidentiality obligations by third parties; (B) made legitimately available to Executive by a third party without breach of any confidentiality obligation; or (C) required by law to be disclosed; provided that Executive shall give prompt written notice to the Company of such requirement, disclose no more information than is so required, and cooperate with any attempts by the Company to obtain a protective order or similar treatment.

(iii) Upon termination of Executive's employment with the Company for any reason, Executive shall (A) cease and not thereafter commence use of any Confidential Information or intellectual property (including without limitation, any patent, invention, copyright, trade secret, trademark, trade name, logo, domain name or other source indicator) owned or used by the Company, its Subsidiaries or affiliates; (B) immediately destroy, delete, or return to the Company, at the Company's option, all originals and copies in any form or medium (including memoranda, books, papers, plans, computer files, letters and other data) in Executive's possession or control (including any of the foregoing stored or located in Executive's office, home, laptop or other computer, whether or not Company property) that contain Confidential Information or otherwise relate to the business of the Company, its affiliates and Subsidiaries, except that Executive may retain only those portions of any personal notes, notebooks and diaries that do not contain any Confidential Information; and (C) notify and fully cooperate with the Company regarding the delivery or destruction of any other Confidential Information of which Executive is or becomes aware.

(iv) Executive shall not improperly use for the benefit of, bring to any premises of, divulge, disclose, communicate, reveal, transfer or provide access to, or share with the Company any confidential, proprietary or non-public information relating to a former employer or other third party without the prior written permission of such third party. Executive hereby indemnifies, holds harmless and agrees to defend the Company and its officers, directors, partners, employees, affiliates, agents and representatives from any breach of the foregoing covenant. Executive shall comply with all relevant policies and guidelines of the Company, including regarding the protection of confidential information and intellectual property and potential conflicts of interest. Executive acknowledges that the Company may amend any such policies and guidelines from time to time, and that Executive remains at all times during the Employment Term bound by their most current version.

12. Specific Performance. Executive acknowledges and agrees that the Company's remedies at law for a breach or threatened breach of any of the provisions of Section 10 or Section 11 hereof would be inadequate and the Company would suffer irreparable damages as a result of such breach or threatened breach. In recognition of this fact, Executive agrees that, in the event of such a breach or threatened breach, in addition to any remedies at law, the Company, without posting any bond, shall be entitled to cease making any payments or providing any benefit otherwise required by this Agreement and obtain equitable relief in the form of specific performance, temporary restraining order, temporary or permanent injunction or any other equitable remedy which may then be available.

13. Miscellaneous.

(a) Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New York, without regard to conflicts of laws principles thereof. Subject to Section 13(b) hereof, the parties agree that the state and federal courts located in the State of New York shall have jurisdiction in any action, suit or proceeding based on or arising out of this Agreement and the parties hereby: (a) submit to the personal jurisdiction of such courts; (b) consent to service of process in connection with any action, suit or proceeding; (c) agree that venue is proper and convenient in such forum; and (d) waive any other requirement (whether imposed by statute, rule of court or otherwise) with respect to personal jurisdiction, subject matter jurisdiction, venue, or service of process.

(b) Arbitration; Legal Fees. Any disputes arising under or in connection with this Agreement shall be resolved by binding arbitration, to be held in New York City in accordance with the rules and procedures of the American Arbitration Association. Executive and the Company shall mutually select the arbitrator. If Executive and the Company cannot agree on the selection of an arbitrator, each party shall select an arbitrator and the two arbitrators shall select a third arbitrator who shall resolve the dispute. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. All arbitration costs and all other costs, including but not limited to reasonable attorneys' fees incurred by each party, shall be borne by the Company; *provided, however,* that if the arbitrator finds that Executive's claims are frivolous or without merit, then the arbitration costs shall be shared equally by both parties and all other costs shall be borne by the party incurring such cost.

(c) Indemnification.

(i) The Company agrees that if Executive is made a party to, is threatened to be made a party to, receives any legal process in, or receives any discovery request or request for information in connection with, any action, suit or proceeding, whether civil, criminal, administrative or investigative (a "Proceeding"), by reason of the fact that Executive is or was a director, officer, employee, consultant or agent of the Company or any of its affiliates, or is or was serving at the request of, or on behalf of, the Company as a director, officer, member, employee, consultant or agent of another corporation, limited liability corporation, partnership, joint venture, trust or other entity, including service with respect to employee benefit plans, whether or not the basis of such Proceeding is Executive's alleged action in an official capacity while serving as a director, officer, member, employee, consultant or agent of the Company or other entity, the Company and its successors and/or assigns will indemnify, hold harmless and defend Executive to the fullest extent permitted or authorized by the Company's certificate of incorporation or by-laws or, if greater, by applicable law, against any and all costs, expenses, liabilities and losses (including, without limitation, attorneys' fees reasonably incurred, judgments, fines, ERISA excise taxes or penalties and amounts paid or to be paid in settlement and any reasonable cost and fees incurred in enforcing his rights to indemnification or contribution, advancement of expenses or coverage under directors' and officers' liability insurance policies) incurred or suffered by Executive in connection therewith, and such indemnification shall continue as to Executive even though he has ceased to be a director, officer, member, employee, consultant or agent of the Company or other entity and shall inure to the benefit of Executive's heirs, executors and administrators. The Company shall reimburse Executive for all reasonable costs and expenses (including, without limitation, reasonable attorneys' fees; *provided* that Executive provides notice to the Company prior to retaining counsel in connection with any Proceeding) incurred by him in connection with any Proceeding promptly after receipt by the Company of a written request for such reimbursement and appropriate documentation associated with these expenses. Such request shall include an undertaking by Executive to repay the amount of such advance if it shall ultimately be determined by a final, non-appealable decision of a court of competent jurisdiction that he is not entitled to be indemnified against such costs and expenses. The Company also agrees to have any successor to all or substantially all of its business or assets to expressly agree to assume the Company's obligations under this Section 13(c).

(ii) Neither the failure of the Company (including its Board, independent legal counsel or stockholders) to have made a determination prior to the commencement of any Proceeding concerning payment of amounts claimed by Executive under Section 13(c)(i) hereof that indemnification of Executive is proper because he has met the applicable standard of conduct, nor a determination by the Company (including its Board, independent legal counsel or stockholders) that Executive has not met such applicable standard of conduct, shall create a presumption or inference that Executive has not met the applicable standard of conduct.

(iii) The Company agrees to continue and maintain a directors' and officers' liability insurance policy covering Executive at a level, and on terms and conditions, no less favorable to him than the coverage the Company provides other similarly-situated executives or directors until such time as suits against Executive are no longer permitted by law. In all

events, Executive shall be covered, in respect of Executive's activities as an officer, director or employee of the Company or any of its affiliates, by the Company's (or any of its affiliates') directors and officers liability insurance policy with a top rated insurer with the usual coverage (with respect to scope and period) and deductibles in a total policy amount not to be less than \$10,000,000 or other comparable policies, if any, obtained by the Company's (or any of its affiliates') successors, to the fullest extent permitted by such policies.

(iv) Nothing in this Section 13(c) shall be construed as reducing or waiving any right to indemnification, or advancement of expenses or coverage under any directors' and officers' liability insurance policies Executive would otherwise have under the Company's or any affiliate's certificate of incorporation or by-laws or under applicable law.

(d) Entire Agreement/Amendments. This Agreement contains the entire understanding of the parties with respect to the employment of Executive by the Company. There are no restrictions, agreements, promises, warranties, covenants or undertakings between the parties with respect to the subject matter herein other than those expressly set forth herein. Any previous agreement or understanding between Executive and the Company (or any Subsidiary or affiliate of the Company) with respect to the employment of Executive by the Company (including, but not limited to the Employment Agreement between Executive and the Company, dated as of August 14, 2006, as amended), and other than outstanding equity, long-term incentive awards, or deferred compensation arrangements (unless otherwise provided herein) is superseded by this Agreement. This Agreement may not be altered, modified, or amended except by written instrument signed by the parties hereto.

(e) No Waiver. The failure of a party to insist upon strict adherence to any term of this Agreement on any occasion shall not be considered a waiver of such party's rights or deprive such party of the right thereafter to insist upon strict adherence to that term or any other term of this Agreement. Any waiver of this Agreement to be effective must be in writing specifically referencing the provision being waived and signed by the party against whom the waiver is being enforced.

(f) Severability; Survival. In the event that any one or more of the provisions of this Agreement or Annex A shall be or become invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions of this Agreement or Annex A shall not be affected thereby. Subject to any limits on applicability contained therein, Sections 8-15 hereof and Annex A shall survive and continue in full force in accordance with their terms notwithstanding any termination of the Employment Term.

(g) Assignment. This Agreement, and all of Executive's rights and obligations hereunder, shall not be assignable or transferred by Executive other than his rights to payments or benefits hereunder, which may be transferred only by will or the laws of descent and distribution, without the consent of the Company. This Agreement, and all of the Company's rights and obligations hereunder, shall not be assignable or transferred by the Company without the consent of Executive except that such rights or obligations may be assigned or transferred pursuant to a merger or consolidation in which the Company is not the continuing entity, or the sale or liquidation of all or substantially all of the assets of the Company; provided, however, that the assignee or transferee is the successor to all or

substantially all of the assets of the Company and such assignee or transferee assumes the liabilities, obligations and duties of the Company, as contained in this Agreement, either contractually or as a matter of law.

(h) Compliance with IRC Section 409A.

(i) The parties intend that any amounts payable under this Agreement, and the Company's and Executive's exercise of authority or discretion hereunder comply with the provisions of Section 409A so as not to subject Executive to the payment of the additional tax, interest and any tax penalty which may be imposed under Section 409A. In furtherance thereof, to the extent that any provision hereof would result in Executive being subject to payment of the additional tax, interest and tax penalty under Section 409A, the parties agree to amend this Agreement in order to bring this Agreement into compliance with Section 409A; without materially changing the economic value of the arrangements under this Agreement to either party; and thereafter the parties interpret its provisions in a manner that complies with Section 409A. Notwithstanding the foregoing, no particular tax result for Executive with respect to any income recognized by Executive in connection with this Agreement is guaranteed.

(ii) Notwithstanding any provisions of this Agreement to the contrary, if Executive is a "specified employee" (within the meaning of Section 409A and determined pursuant to policies adopted by the Company) at the time of his or her separation from service and if any portion of the payments or benefits to be received by Executive upon separation from service would be considered deferred compensation under Section 409A, amounts that would otherwise be payable pursuant to this Agreement (the "Delayed Payments") and benefits that would otherwise be provided pursuant to this Agreement (the "Delayed Benefits"), in each case, during the six-month period immediately following Executive's separation from service will instead be paid or made available on the earlier of (i) the first day of the seventh month following the date of Executive's "separation from service" (within the meaning of Section 409A) and (ii) Executive's death (the applicable date, the "Permissible Payment Date"). The Company will also reimburse Executive for the after-tax cost incurred by Executive in independently obtaining any Delayed Benefits (the "Additional Delayed Payments").

(iii) Each payment under this Agreement is intended to be a "separate payment" and not of a series of payments for purposes of Section 409A.

(iv) A termination of employment shall not be deemed to have occurred for purposes of any provision of this Agreement providing for the payment of any amounts or benefits subject to Section 409A upon or following a termination of employment unless such termination also constitutes a "separation from service" (within the meaning of Section 409A) and the regulations thereunder, and notwithstanding anything contained herein to the contrary, the date on which such separation from service takes place shall be the termination date.

(v) With respect to any amount of expenses eligible for reimbursement or the provision of any in-kind benefits under this Agreement, to the extent such payment or benefit is required to be included in Executive's gross income for federal income tax purposes, such expenses (including expenses associated with in-kind benefits) shall be reimbursed by the

Company no later than December 31st of the year following the year in which Executive incurs the related expenses and in no event shall the reimbursements or in-kind benefits to be provided by the Company in one taxable year affect the amount of reimbursements or in-kind benefits to be provided in any other taxable year, nor shall Executive's right to reimbursement or in-kind benefits be subject to liquidation or exchange for another benefit (the "Reimbursement Rules").

(i) Successors: Binding Agreement. This Agreement shall inure to the benefit of and be binding upon personal or legal representatives, executors, administrators, successors, heirs, distributees, devisees and legatees. The Company will require any successor (whether direct or indirect, by purchase merger, consolidation, reorganization or otherwise) to all or substantially all of the business or assets of the Company, expressly to assume and agree to perform this Agreement in the same manner and to the same extent the Company would be required to perform if no succession had taken place.

(j) Notice. For the purpose of this Agreement, notices and all other communications provided for in the Agreement shall be in writing and shall be deemed to have been duly given when delivered by hand or overnight courier or three days after it has been mailed by United States registered mail, return receipt requested, postage prepaid, addressed to the respective addresses set forth below in this Agreement, or to such other address as either party may have furnished to the other in writing in accordance herewith, except that notice of change of address shall be effective only upon receipt.

If to the Company:

Verint Systems Inc.  
330 South Service Road  
Melville, NY 11747  
Attention: Chief Legal Officer (or, in the event there is no Chief Legal Officer, the Corporate Secretary)

If to Executive:

To the most recent address of Executive set forth in the personnel records of the Company.

(k) Executive Representation. Executive hereby represents to the Company that the execution and delivery of this Agreement by Executive and the Company and the performance by Executive of Executive's duties hereunder shall not constitute a breach of, or otherwise contravene, the terms of any employment agreement or other agreement or policy to which Executive is a party or otherwise bound.

(l) Cooperation. Executive shall, at the Company's expense, provide Executive's reasonable cooperation in connection with any action or proceeding (or any appeal from any action or proceeding) which relates to events occurring during Executive's employment hereunder.

(m) Withholding Taxes. The Company may withhold from any amounts payable under this Agreement such Federal, state and local taxes as may be required to be withheld pursuant to any applicable law or regulation.

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

(o) Certain Definitions. For purposes of this Agreement, the following terms shall have the following meanings:

(i) "Board" shall mean the Board of Directors of the Company.

(ii) A "Change in Control" shall be deemed to have occurred if the event set forth in any one of the following subparagraphs shall have occurred:

(A) the acquisition by any Non-Verint Person, entity or affiliated group (other than Comverse), in one or a series of transactions, of more than 50% of the voting power of the Company, or the acquisition of all the common stock of the Company (other than equity held by employees which is assumed in such transaction) following which the common stock of the Company is no longer publicly traded;

(B) the requirement that any Non-Verint Person, entity or affiliated group (other than Comverse) consolidate with its financial results the financial results of the Company;

(C) a merger or consolidation in which the holders of the Company's equity securities would not be holders of 50% or more of the voting power of the merged or consolidated entity;

(D) a sale of all or substantially all of the Company's assets; or

(E) during any period of two consecutive years, Incumbent Directors cease to constitute at least a majority of the board. "Incumbent Directors" shall mean: (1) the directors who were serving at the beginning of such two-year period, (2) any directors whose election or nomination was approved by the directors referred to in clause (1) or by a director approved under this clause (2), and (3) at any time that Comverse owns a majority of the voting power of the Company, any director nominated by Comverse.

(iii) "Code" means the Internal Revenue Code of 1986, as amended from time to time.

(iv) "Committee" shall mean the Compensation Committee of the Board.

(v) "Comverse" shall mean Comverse Technology, Inc.

(vi) “ERISA” means the Employee Retirement Income Security Act of 1974, as amended.

(vii) “Exchange Act” means the Securities Exchange Act of 1934, as amended from time to time.

(viii) “Non-Verint Person” means “Person” as defined in Section 3(a)(9) of the Exchange Act, as modified and used in Sections 13(d) and 14(d) thereof, but excluding (A) the Company or any of its Subsidiaries, (B) a trustee or other fiduciary holding securities under an employee benefit plan of the Company or any of its affiliates, (C) an underwriter temporarily holding securities pursuant to an offering of such securities, or (D) a corporation owned, directly or indirectly, by the shareowners of the Company in substantially the same proportions as their ownership of stock of the Company.

(ix) “Section 409A” means Section 409A of the Code and any proposed, temporary or final regulation, or any other guidance, promulgated with respect to Section 409A by the U.S. Department of Treasury or the Internal Revenue Service.

(x) “Subsidiary” of any Person means another Person (other than a natural Person), an aggregate amount of the voting securities, other voting ownership or voting partnership interests, of which is sufficient to elect at least a majority of the Board or other governing body (or, if there are no such voting interests, 50% or more of the equity interests of which) is owned directly or indirectly by such first Person.

14. Assignment of Intellectual Property.

(a) Executive agrees that upon conception and/or development of any idea, discovery, invention, improvement, software, writing or other material or design that: (i) relates to the business of the Company or its Subsidiaries, or (ii) relates to the Company’s or its Subsidiaries’ actual or demonstrably anticipated research or development, or (iii) results from any work performed by the Executive for the Company or its Subsidiaries, the Executive will assign to the Company (or its designee) the entire right, title and interest in and to any such idea, discovery, invention, improvement, software, writing or other material or design.

(b) Executive has no obligation to assign any idea, discovery, invention, improvement, software, writing or other material or design that the Executive conceives and/or develops entirely on the Executive’s own time without using the Company’s or its affiliates’ equipment, supplies, facilities, or trade secret information unless the idea, discovery, invention, improvement, software, writing or other material or design either: (i) relates to the business of the Company or its Subsidiaries, or (ii) relates to the Company’s or its Subsidiaries’ actual or demonstrably anticipated research or development, or (iii) results from any work performed by the Executive for the Company or its Subsidiaries.

(c) Executive agrees that any idea, discovery, invention, improvement, software, writing or other material or design that relates to the business of the Company or its Subsidiaries or relates to the Company’s or its Subsidiaries’ actual or demonstrably anticipated research or development which is conceived or suggested by the Executive, either solely or jointly with others, within one year following termination of the Executive’s employment under



this Agreement (or any successor agreements) shall be presumed to have been so made, conceived or suggested in the course of such employment with the use of the Company's equipment, supplies, facilities, and/or trade secrets unless Executive can conclusively prove otherwise.

(d) In order to determine the rights of the Executive and the Company in any idea, discovery, invention, improvement, software, writing or other material, and to ensure the protection of the same, the Executive agrees that during the Executive's employment, and for one year after termination of the Executive's employment under this Agreement (or any successor agreements) the Executive will disclose immediately and fully to the Company any idea, discovery, invention, improvement, software, writing or other material or design conceived, made or developed by the Executive solely or jointly with others. The Company agrees to keep any such disclosures confidential. The Executive also agrees to record descriptions of all work in the manner directed by the Company and agrees that all such records and copies, samples and experimental materials will be the exclusive property of the Company.

(e) Executive agrees that at the request of and without charge to the Company, but at the Company's expense, the Executive will execute a written assignment of the idea, discovery, invention, improvement, software, writing or other material or design to the Company (or its designee) and will assign to the Company (or its designee) any application for letters patent or for trademark registration made thereon, and to any common-law or statutory copyright therein; and that the Executive will do whatever may be necessary or desirable to enable the Company (or its designee) to secure any patent, trademark, copyright, or other property right therein in the United States and in any foreign country, and any division, renewal, continuation, or continuation in part thereof, or for any reissue of any patent issued thereon.

(f) In the event the Company is unable, after reasonable effort, and in any event after ten business days of exerting such reasonable efforts, to secure the Executive's signature on a written assignment to the Company of any application for letters patent or to any common-law or statutory copyright or other property right therein, whether because of the Executive's physical or mental incapacity or for any other reason whatsoever, the Executive irrevocably designates and appoints the Chief Legal Officer and/or General Counsel of the Company as the Executive's attorney-in-fact to act on the Executive's behalf to execute and file any such application and to do all other lawfully permitted acts to further the prosecution and issuance of such letters patent, copyright or trademark.

(g) Executive acknowledges that to the extent permitted by law, all work papers, reports, documentation, drawings, photographs, negatives, tapes and masters therefor, prototypes and other materials (hereinafter, "items"), including without limitation, any and all such items generated and maintained on any form of electronic media, generated by Executive during his or her employment with the Company shall be considered a "work made for hire" and that ownership of any and all copyrights in any and all such items shall belong to the Company. The item will recognize the Company as the copyright owner, will contain all proper copyright notices, e.g., "(creation date) Verint Systems Inc., All Rights Reserved," and will be in condition to be registered or otherwise placed in compliance with registration or other statutory requirements throughout the world.

15. Signatories. For purposes of Sections 9 (Termination) and 13 (Miscellaneous) hereof and Annex A hereto, Verint Americas Inc. agrees that if the Company is unable to perform all or part of its obligations under this Agreement (including Annex A) then Verint Americas Inc. will perform such obligations of the Company in the same manner and to the same extent the Company would be required to perform.

[Signature Page to follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement effective as of the day and year first above written.

**VERINT SYSTEMS INC.**

**EXECUTIVE**

By: /s/ Jane O'Donnell  
Name: Jane O'Donnell  
Title: Senior Vice President, Human Resources  
Date: July 13, 2011

Signature: /s/ Douglas Robinson  
Name (print): Douglas Robinson  
Date: July 13, 2011

**VERINT AMERICAS INC.**

By: /s/ Peter Fante  
Name: Peter Fante  
Title: Secretary  
Date: July 13, 2011

**Exhibit A**

**RELEASE**

This RELEASE ("Release") dated this \_\_\_\_\_ day between Verint Systems Inc. (the "Company"), and \_\_\_\_\_ ("Executive").

WHEREAS, the Company and Executive previously entered into an amended and restated employment agreement dated \_\_\_\_\_, 20\_\_\_\_ (the "Employment Agreement")

WHEREAS, Executive's employment with the Company (has been) (will be) terminated effective \_\_\_\_\_; and

WHEREAS, pursuant to Section 9 and/or Annex A of the Employment Agreement, Executive is entitled to certain compensation and benefits upon such termination, contingent upon the execution of this Release.

NOW, THEREFORE, in consideration of the premises and mutual agreements contained herein and in the Employment Agreement, the Company and Executive agree as follows:

1. Executive, on Executive's own behalf and on behalf of Executive's heirs, estate and beneficiaries, does hereby release the Company, and any of its affiliates, and each past or present officer, director, agent, or employee of any such entities (but with respect to any individual or agent, only in connection with such individual's or agent's official capacity with the Company or any affiliate and not in his or its personal capacity), from any and all claims made, to be made, or which might have been made of whatever nature, whether known or unknown, from the beginning of time, including those that arose as a consequence of Executive's employment with the Company or an affiliate thereof, or arising out of the severance of such employment relationship, or arising out of any act committed or omitted during or after the existence of such employment relationship, all up through and including the date on which this Release is executed, including, but not limited to, those which were, could have been or could be the subject of an administrative or judicial proceeding filed by Executive or on Executive's behalf under federal, state, local or other law, whether by statute, regulation, in contract or tort, and including, but not limited to, every claim for front pay, back pay, wages, bonus, benefits, any form of discrimination (including but not limited to, every claim of race, color, sex, religion, national origin, sexual preference, disability or age discrimination), wrongful termination, emotional distress, pain and suffering, breach of contract, compensatory or punitive damages, interest, attorney's fees, reinstatement or reemployment. If any court rules that such waiver of rights to file, or have filed on Executive's behalf, any administrative or judicial charges or complaints is ineffective, Executive agrees not to seek or accept any money damages or any other relief upon the filing of any such administrative or judicial charges or complaints relating to any claim released by Executive herein. Executive relinquishes any right to future employment with the Company or its affiliates and the Company and its affiliates shall have the right to refuse to re-employ Executive without liability. Executive acknowledges and agrees that even though claims and facts in addition to those now known or believed by Executive to exist may subsequently be discovered, it is Executive's intention to fully settle and release all claims

Executive may have against the Company and the persons and entities described above, whether known, unknown or suspected.

2. The Company and Executive acknowledge and agree that the release contained in Paragraph 1 hereof does not, and shall not be construed to, release or limit the scope of any existing obligation of the Company or any other person or entity (i) to indemnify, advance expenses to, and hold Executive harmless pursuant to applicable law or to the fullest extent permitted under the bylaws and/or certificate of incorporation of Company, the Employment Agreement and, if greater, the policies and procedures of Company that are presently in effect, or otherwise, (ii) to cover Executive under any applicable directors' and officers' liability insurance policies or pursuant to Section 13(c) of the Employment Agreement, (iii) to Executive with respect to the compensation, benefits and entitlements due following termination pursuant to Section 9 or Annex A of the Employment Agreement, (iv) with respect to any rights of Executive under, arising or preserved by the Employment Agreement (including Annex A) which survive termination of Executive's employment, (v) to Executive and Executive's eligible, participating dependents or beneficiaries under any existing group welfare or retirement plan of the Company in which Executive and/or such dependents are participants, or (vi) with respect to any other vested benefits or entitlements under the benefit plans, programs, policies, arrangements or agreements of the Company or any of its affiliates (including without limitation, Converse), including without limitation any equity and/or long-term incentive compensation plans, programs, policies, arrangements or agreements, in accordance with the terms of such plans, programs, policies, arrangements or related award agreements.

3. Executive acknowledges that Executive has been provided at least 21 days to review the Release and has been advised to review it with an attorney of Executive's choice. In the event Executive elects to sign this Release prior to this 21-day period, Executive agrees that it is a knowing and voluntary waiver of Executive's right to wait the full 21 days. Executive further understands that Executive has seven days after the signing hereof to revoke this Release by so notifying the Company in writing, such notice to be received by the Corporate Secretary within the seven-day period. Executive further acknowledges that Executive has carefully read this Release, knows and understands its contents and its binding legal effect. Executive acknowledges that by signing this Release, Executive does so of Executive's own free will and act and that it is Executive's intention that Executive be legally bound by its terms.

IN WITNESS WHEREOF, Executive has executed this Release on the date first above written.

By: \_\_\_\_\_  
Name:  
Title:

**Exhibit B**

**(Named Competitors)**

“Named Competitors” shall mean the following companies, including any Subsidiaries, divisions, or controlled affiliates thereof:

1. NICE
2. Autonomy
3. Aspect
4. Genesys
5. Milestone
6. Genetec
7. March Networks
8. Bosch Security Systems (video security business only)
9. ETI
10. JSI
11. SS8
12. Pen-Link
13. Dedicated Microcomputer Limited
14. Pelco
15. Cisco Systems (video security business only)
16. United Technologies Corp. (video security business only)
17. Honeywell International (video security business only)
18. Adsacom Inc.
19. RCS S.R.L.
20. Trovicor

## Annex A

### CHANGE IN CONTROL PROVISIONS

If Executive's employment is terminated by the Company without Cause or by Executive for Good Reason (i.e., excluding a termination by the Company for Cause, by the Executive without Good Reason, or as a result of death or Disability):

- (a) upon, or within 12 months following, a Change in Control;
- (b) at a time when the Company or Converse is party to an agreement, the consummation of which would result in the occurrence of a Change in Control (whether or not a Change in Control actually occurs);
- (c) within the six-month period preceding the entrance by the Company or Converse into an agreement, the consummation of which would result in the occurrence of a Change in Control (whether or not a Change in Control actually occurs), and such termination is made in contemplation of or in connection with the potential Change in Control;
- (d) within the nine-month period preceding the consummation of a Change in Control, and such termination is made in contemplation of or in connection with the potential Change in Control; or
- (e) in connection with a Board resolution or consent authorizing the payment of the amounts and benefits described in this Annex A:

(each, a "Change in Control Termination"), the Company shall pay Executive the amounts, and provide Executive the benefits, described in the balance of this Annex A (collectively, the "Change in Control Payments") in addition to any other severance payments or benefits otherwise payable to Executive under Section 9(b) of the Agreement (unless otherwise indicated in Annex A), plus the Accrued Rights.

For the avoidance of doubt, the provisions of Sections 2 and 4 of this Annex A shall apply and be operative regardless of whether or not Executive's employment is terminated and the entirety of this Annex A shall form a part of the Agreement whether or not referred to by the body of the Agreement.

For purposes of this Annex A (other than as provided in Section 2(i) of this Annex A), no payment that would otherwise be made and no benefit that would otherwise be provided, in each case, that would constitute deferred compensation within the meaning of Section 409A, upon a termination of employment shall be made or provided unless and until such termination of employment is also a "separation from service," as determined in accordance with Section 409A.

#### 1. **Change in Control Severance Payments**

- (a) A lump sum cash payment equal to 50% of the Base Salary (as in effect on the date of termination of Executive's employment, or if higher, as of the date immediately

prior to the first event or circumstance constituting Good Reason in connection with such departure), payable to Executive on the 60th calendar day following (i) termination of Executive's employment in the case of clauses (a) and (b) of the definition of "Change in Control Termination", (ii) the execution of the agreement referenced in clause (c) of the definition of "Change in Control Termination" in the case of such clause (c), (iii) the occurrence of the Change in Control in the case of clause (d) of the definition of "Change in Control Termination" and (iv) the Board resolution in the case of clause (e) of the definition of "Change in Control Termination".

(b) In lieu of the Pro Rata Bonus due under Section 9(b)(iii)(B)(2) of the Agreement, a lump sum cash payment of a bonus equal to a pro rata portion of the Target bonus (as in effect on the date of termination of Executive's employment, or if higher, as of the date immediately prior to the first event or circumstance constituting Good Reason in connection with such departure), if any, that Executive would have been entitled to receive pursuant to Section 4 hereof in such year (if such year had been completed) based upon the percentage of the fiscal year that shall have elapsed through the date of Executive's termination of employment and, to the extent relevant to the calculation of Executive's bonus, Executive's actual performance and assuming that the Company's actual performance through the date of Executive's termination were annualized through the end of such year, payable to Executive on the 60th calendar day following (w) termination of Executive's employment in the case of clauses (a) and (b) of the definition of "Change in Control Termination", (x) the execution of the agreement referenced in clause (c) of the definition of "Change in Control Termination" in the case of such clause (c), (y) the occurrence of the Change in Control in the case of clause (d) of the definition of "Change in Control Termination" and (z) the Board resolution in the case of clause (e) of the definition of "Change in Control Termination".

(c) In lieu of the lump sum cash payment equal to the average Annual Bonus due under Section 9(b)(iii)(B)(3) of the Agreement, a lump sum cash payment equal to 150% of the Target bonus, or if higher, the Target bonus for the year immediately prior to the year in which a Change in Control occurs, payable to Executive on the 60th calendar day following (i) termination of Executive's employment in the case of clauses (a) and (b) of the definition of "Change in Control Termination", (ii) the execution of the agreement referenced in clause (c) of the definition of "Change in Control Termination" in the case of such clause (c), (iii) the occurrence of the Change in Control in the case of clause (d) of the definition of "Change in Control Termination" and (iv) the Board resolution in the case of clause (e) of the definition of "Change in Control Termination". The amount of any payment pursuant to this Section 1(c) will be reduced by the amount, if any, previously paid pursuant to Section 9(b)(iii)(B)(3) of the Agreement.

(d) As of Executive's termination date, all outstanding equity awards shall vest and become non-forfeitable, with any outstanding stock options immediately vesting and becoming exercisable, the restriction period (including any vesting requirements) on any restricted stock and restricted stock units held by Executive shall lapse, and any other vesting requirements or conditions with respect to the foregoing or other equity-based awards (including any "phantom" awards) held by Executive shall lapse and be disregarded, and such awards shall be settled in accordance with the terms of the plan and/or the applicable award agreement; provided that (i) in event Executive holds one or more "tandem" awards, only one



side of each such tandem award shall vest (pursuant to the terms and conditions of such awards) and (ii) notwithstanding the terms of the plan or the applicable award agreements, if the Company determines that the settlement of some or all of such awards in stock is not feasible at such time (for legal, regulatory, or other reasons), such awards will instead be settled in cash or cash-cancelled based on the fair market value of the Company's stock at such time (as determined in good faith by the Board); all amounts or shares payable or deliverable under this paragraph to be paid or delivered to Executive on the 60th calendar day following (i) termination of Executive's employment in the case of clauses (a) and (b) of the definition of "Change in Control Termination", (ii) the execution of the agreement referenced in clause (c) of the definition of "Change in Control Termination" in the case of such clause (c), (iii) the occurrence of the Change in Control in the case of clause (d) of the definition of "Change in Control Termination" and (iv) the Board resolution in the case of clause (e) of the definition of "Change in Control Termination".

## 2. **Gross Up**

(a) Anything in the Agreement or Annex A to the contrary notwithstanding, in the event that this Agreement becomes operative and it is determined (as hereafter provided) that any payment (other than the Gross-Up payments provided for in this Annex A) or distribution by the Company or any of its affiliates to or for the benefit of Executive, whether paid or payable or distributed or distributable pursuant to the terms of the Agreement, Annex A, or otherwise pursuant to or by reason of any other agreement, policy, plan, program or arrangement, including without limitation any stock option, performance share, performance unit, stock appreciation right or similar right, or the lapse or termination of any restriction on or the vesting or exercisability of any of the foregoing (all such payments and benefits, including the Change in Control Payments, being hereinafter referred to as the "Total Payments"), would be subject to the excise tax imposed by Section 4999 of the Code (or any successor provision thereto) by reason of being considered "contingent on a change in ownership or control" of the Company, within the meaning of Section 280G of the Code (or any successor provision thereto) or to any similar tax imposed by state or local law, or any interest or penalties with respect to such tax (such tax or taxes, together with any such interest and penalties, being hereafter collectively referred to as the "Excise Tax"), then Executive will be entitled to receive an additional payment or payments (collectively, a "Gross-Up Payment"). The Gross-Up Payment will be in an amount such that, after payment by Executive of all taxes (including any interest or penalties imposed with respect to such taxes), including any Excise Tax imposed upon the Gross-Up Payment, Executive retains an amount of the Gross-Up Payment equal to the Excise Tax imposed upon the Total Payments.

(b) Subject to the provisions of Section 2(f) of this Annex A, all determinations required to be made under this Annex A, including whether an Excise Tax is payable by Executive, Executive's applicable tax rates and deductions, and the amount of such Excise Tax and whether a Gross-Up Payment is required to be paid by the Company to Executive and the amount of such Gross-Up Payment, if any, will be made by a nationally recognized accounting firm (the "National Firm") selected by Executive and reasonably acceptable to the Company. Executive will direct the National Firm to submit its determination and detailed supporting calculations to both the Company and Executive within 30 calendar days after the termination of Executive's employment, if applicable, and any such other time or

times as may be requested by the Company or Executive. If the National Firm determines that any Excise Tax is payable by Executive, the Company will pay the required Gross-Up Payment to Executive as provided in Section 2(h) of this Annex A. If the National Firm determines that no Excise Tax is payable by Executive with respect to any material benefit or amount (or portion thereof), it will, at the same time as it makes such determination, furnish the Company and Executive with an opinion that Executive has substantial authority not to report any Excise Tax on Executive's federal, state or local income or other tax return with respect to such benefit or amount. As a result of the uncertainty in the application of Section 4999 of the Code and the possibility of similar uncertainty regarding applicable state or local tax law at the time of any determination by the National Firm hereunder, it is possible that Gross-Up Payments that will not have been made by the Company should have been made (an "Underpayment"), consistent with the calculations required to be made hereunder. In the event that the Company exhausts or fails to pursue its remedies pursuant to Section 2(f) of this Annex A and Executive thereafter is required to make a payment of any Excise Tax, Executive will direct the National Firm to determine the amount of the Underpayment that has occurred and to submit its determination and detailed supporting calculations to both the Company and Executive as promptly as possible. Any such Underpayment will be promptly paid by the Company to, or for the benefit of, Executive after receipt of such determination and calculations as provided in Section 2(h) of this Annex A.

(c) The Company and Executive will each provide the National Firm access to and copies of any books, records and documents in the possession of the Company or Executive, as the case may be, reasonably requested by the National Firm, and otherwise cooperate with the National Firm in connection with the preparation and issuance of the determinations and calculations contemplated by this Annex A. Any determination by the National Firm as to the amount of the Gross-Up Payment will be binding upon the Company and Executive.

(d) The federal, state and local income or other tax returns filed by Executive will be prepared and filed on a consistent basis with the determination of the National Firm with respect to the Excise Tax payable by Executive. Executive will report and make proper payment of the amount of any Excise Tax, and at the request of the Company, provide to the Company true and correct copies (with any amendments) of Executive's federal income tax return as filed with the Internal Revenue Service and corresponding state and local tax returns, if relevant, as filed with the applicable taxing authority, and such other documents reasonably requested by the Company, evidencing such payment. If prior to the filing of Executive's federal income tax return, or corresponding state or local tax return, if relevant, the National Firm determines that the amount of the Gross-Up Payment should be reduced, Executive will within ten business days pay to the Company the amount of such reduction.

(e) The fees and expenses of the National Firm for its services in connection with the determinations and calculations contemplated by this Annex A will be borne by the Company. If such fees and expenses are initially paid by Executive, the Company will reimburse Executive the full amount of such fees and expenses after receipt from Executive of a statement therefor and reasonable evidence of Executive's payment thereof as provided in Section 2(h) of this Annex A.

(f) Executive will notify the Company in writing of any claim by the Internal Revenue Service or any other taxing authority that, if successful, would require the payment by the Company of a Gross-Up Payment. Such notification will be given as promptly as practicable but no later than 10 business days after Executive actually receives notice of such claim and Executive will further apprise the Company of the nature of such claim and the date on which such claim is requested to be paid (in each case, to the extent known by Executive). Executive will not pay such claim prior to the expiration of the 30-calendar-day period following the date on which Executive gives such notice to the Company or, if earlier, the date that any payment of amount with respect to such claim is due. If the Company notifies Executive in writing prior to the expiration of such period that it desires to contest such claim, Executive will:

- (A) provide the Company with any written records or documents in Executive's possession relating to such claim reasonably requested by the Company;
- (B) take such action in connection with contesting such claim as the Company reasonably requests in writing from time to time, including without limitation accepting legal representation with respect to such claim by an attorney competent in respect of the subject matter and reasonably selected by the Company;
- (C) reasonably cooperate with the Company in good faith in order effectively to contest such claim; and
- (D) permit the Company to participate in any proceedings relating to such claim;

*provided, however*, that the Company will bear and pay directly all costs and expenses (including interest and penalties) incurred in connection with such contest and will indemnify and hold harmless Executive, on an after-tax basis, for and against any Excise Tax or income or other tax, including interest and penalties with respect thereto, imposed as a result of such representation and payment of costs and expenses. Without limiting the foregoing provisions of this Section 2(f), the Company will control all proceedings taken in connection with the contest of any claim contemplated by this Section 2(f) and, at its sole option, may pursue or forego any and all administrative appeals, proceedings, hearings and conferences with the taxing authority in respect of such claim (*provided, however*, that Executive may participate therein at Executive's own cost and expense) and may, at its option, either direct Executive to pay the tax claimed and sue for a refund or contest the claim in any permissible manner, and Executive agrees to prosecute such contest to a determination before any administrative tribunal, in a court of initial jurisdiction and in one or more appellate courts, as the Company determines; *provided, however*, that if the Company directs Executive to pay the tax claimed and sue for a refund, the Company will advance the amount of such payment to Executive on an interest-free basis and will indemnify and hold Executive harmless, on an after-tax basis, from any Excise Tax or income or other tax, including interest or penalties with respect thereto, imposed with respect to such advance; and *provided further, however*, that any extension of the statute of limitations relating to payment of taxes for the taxable year of Executive with respect to which the

contested amount is claimed to be due is limited solely to such contested amount. Furthermore, the Company's control of any such contested claim will be limited to issues with respect to which a Gross-Up Payment would be payable hereunder and Executive will be entitled to settle or contest, as the case may be, any other issue raised by the Internal Revenue Service or any other taxing authority.

(g) If, after the receipt by Executive of an amount advanced by the Company pursuant to Section 2(f) of this Annex A, Executive receives any refund with respect to such claim, Executive will (subject to the Company's complying with the requirements of Section 2(f) of this Annex A) promptly pay to the Company the amount of such refund (together with any interest paid or credited thereon after any taxes applicable thereto). If, after the receipt by Executive of an amount advanced by the Company pursuant to Section 2(f) of this Annex A, a determination is made that Executive is not entitled to any refund with respect to such claim and the Company does not notify Executive in writing of its intent to contest such denial or refund prior to the expiration of 30 calendar days after such determination, then such advance will be forgiven and will not be required to be repaid and the amount of any such advance will offset, to the extent thereof, the amount of Gross-Up Payment required to be paid by the Company to Executive pursuant to this Annex A.

(h) Notwithstanding any other provision of this Annex A to the contrary, but subject to Section 13(h) of the Agreement, all taxes and expenses described in this Annex A will be paid or reimbursed within five business days after Executive submits evidence of incurrence of such taxes and/or expenses; *provided* that in all events such reimbursement will be made on or before the last day of the year following (a) the year in which the applicable taxes are remitted or expenses are incurred or (b) in the case of reimbursement of expenses incurred due to a tax audit or litigation in which there is no remittance of taxes, the year in which the audit is completed or there is a final and nonappealable settlement or other resolution of the litigation, in accordance with Treasury Regulation §1.409A-3(i)(1)(v). Executive will be required to submit all requests for reimbursements no later than 30 days prior to the last day for reimbursement described in the prior sentence. Each provision of reimbursements pursuant to this Annex A will be considered a separate payment and not one of a series of payments for purposes of Section 409A. Any expense reimbursed by the Company in one taxable year in no event will affect the amount of expenses required to be reimbursed by the Company in any other taxable year.

(i) The Company's obligation to make the Gross-Up Payment under Section 2(a) of this Annex A will not be conditioned upon Executive's termination of employment.

3. If Executive's employment terminates and such termination is a Change in Control Termination, then notwithstanding the provisions of Sections 1 and 2 of this Annex A, the Company shall deposit any and all cash amounts payable or shares (or cash proceeds thereof) deliverable to Executive under Section 9(b)(iii) of the Agreement (including any amount due under Section 9(b)(iii) of the Agreement if a Delayed Payment would result in the payment being made after the Change in Control), and Sections 1(a), 1(b), 1(c), 1(d) or 2(a) of this Annex A (including any estimated Delayed Payments (as defined in Section 13(h) of the Agreement) and estimated Additional Delayed Payments (as defined in Section 13(h) of the Agreement)) into an

irrevocable grantor trust (established pursuant to a trust agreement approved by the Board in good faith) (the “ Grantor Trust”) not later than the 10th business day following Executive’s termination date. From and after such time until the payment of all amounts from the Grantor Trust, the Company shall deposit additional amounts into the Grantor Trust on a monthly basis equal to the interest accrued on the cash amounts contained therein (including the interest paid previously) at the United States five-year Treasury Rate, and the amounts and property held in the Grantor Trust shall be paid/delivered to Executive (in accordance with the terms of the Grantor Trust) on the payment/delivery dates specified in Section 9(b)(iii) of the Agreement and Sections 1 and 2 of this Annex A, or if required by Section 13(h) of the Agreement, on the Permissible Payment Date (as defined in Section 13(h) of the Agreement).

4. The Company shall pay to Executive all reasonable legal fees and expenses incurred by Executive in disputing any issue under Section 9(e) of the Agreement or this Annex A relating to the termination of Executive’s employment or in seeking in good faith to interpret, obtain or enforce any benefit or right provided by Section 9(e) of the Agreement or this Annex A, in each case, regardless of the outcome. Such payments shall be made within five days (but in any event no later than December 31st of the year following the year in which Executive incurs the expenses) after delivery of Executive’s written requests for payment accompanied with such evidence of fees and expenses incurred as the Company reasonably may require; *provided* that (a) the amount of such legal fees and expenses that the Company is obligated to pay in any given calendar year shall not affect the legal fees and expenses that the Company is obligated to pay in any other calendar year, (b) Executive’s right to have the Company pay such legal fees and expenses may not be liquidated or exchanged for any other benefit, and (c) Executive shall not be entitled to reimbursement unless Executive has submitted an invoice for such fees and expenses at least ten days before the end of the calendar year next following the calendar year in which such fees and expenses were incurred.

**Schedule I**  
**to Amended and Restated Employment Agreement**

Name of Executive: Douglas Robinson

1. Position: Chief Financial Officer and Principal Accounting Officer
2. Annual Base Salary: \$376,000
3. Annual Bonus Target: \$219,000
4. Annual Vacation: Four weeks
5. Perquisites (if any):       Annual \$12,000 car allowance  
                                      Annual \$10,000 reimbursement for legal, tax and financial counsel
6. Months of severance: 12
7. Multiplier for bonus in the event of severance: 100%.
8. Months of COBRA reimbursement on termination without Cause, resignation for Good Reason, or death: 12

Schedule I - 1

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**CONTRACT OF EMPLOYMENT**

Made and signed in Herzliya this 10th day of July 2011

**BETWEEN:**                   **Verint Systems Ltd.**  
33 Maskit St. Herzliya  
ISRAEL, 46733  
(hereinafter referred to as “**VERINT**” and/or “**the Company**”)

**AND:**                       **Verint Systems Inc.**  
330 South Service Road  
Melville, NY 11747  
(hereinafter referred to as “**VSI**”)

**AND:**                       **Mr. Meir Sperling Id. No. 004187050**  
of 5 Hadafna St., Tel-Mond 40600, Israel  
(hereinafter referred to as “**the PRESIDENT**”)

**WHEREAS**                   VERINT employs the PRESIDENT since September 17, 2000 (the “**Commencement Date**”).

**WHEREAS**                   VERINT wishes to continue the employment of the PRESIDENT in the position of General Manager of the Company, President of ACS (Analytics Communications Solutions Business Unit of the Company) and Corporate Officer of VSI (such position, hereinafter referred to as “**the Position**”) and the PRESIDENT wishes to continue his employment by VERINT in the said Position solely in accordance with this contract, **to be effective as of July 10, 2011** (the “**Effective Date**”).

**IT HAS ACCORDINGLY BEEN AGREED, WARRANTED AND PROVIDED BY THE PARTIES AS FOLLOWS:**

1. **Recitals, Appendices And Headings**

- 1.1.     The recitals to this contract and the appendices annexed hereto constitute an integral part hereof.
  - 1.2.     The clause headings in the contract are for locational convenience only and recourse shall not be had to them in the interpretation hereof.
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2. **Definition Of The Position And Place Of Work**

- 2.1. VERINT shall continue to employ the PRESIDENT in the Position and the PRESIDENT undertakes to work for VERINT in the said Position pursuant to the terms and conditions set forth herein.
- 2.2. The PRESIDENT shall continue to serve in the capacity of the Position. In such Position, the PRESIDENT shall perform duties of the type customarily performed by persons serving in such position at corporations of the size, type and nature of the Company and VSI. The PRESIDENT shall report to the Chief Executive Officer of VSI (“**Supervisor**”).
- 2.3. For the avoidance of any doubt, it is hereby clarified that the PRESIDENT’s seniority in the Company as of the Commencement Date is preserved together with all accumulated entitlements.
- 2.4. The PRESIDENT’s usual place of work shall be at VERINT’s offices at Herzelia, but the PRESIDENT is aware and agrees that:
- 2.4.1. VERINT’s requirements and certain projects are likely to oblige him to leave his usual place of work from time to time and also to work outside the borders of the State of Israel, all for limited periods of time; and
- 2.4.2. the PRESIDENT shall not be entitled to additional consideration from VERINT in consequence of leaving his ordinary place of work as aforesaid; in any event in which the PRESIDENT shall be required to work outside the borders of the State of Israel, the subject of covering his additional expenses and the conditions of his stay outside Israel will be addressed within the context of the Company’s procedures.

3. **The PRESIDENT’s Obligations**

- 3.1. Throughout the employment term at VERINT the PRESIDENT shall act towards it with honesty, dedication, fidelity and trust, he shall do everything in his power to advance its business and interests, to foster and develop them and to devote for such objects all his business time and his full energy, knowledge, qualifications and talents.
- 3.2. During the term of the contract, the PRESIDENT will devote his full business time and best efforts to the performance of his duties hereunder and will not engage in any other business, profession or occupation for compensation or otherwise which would conflict or interfere with the rendition of such services either directly or indirectly,
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without the prior written consent of the Supervisor; provided in each case, and in the aggregate, that such activities do not conflict or interfere with the performance of the PRESIDENT's duties hereunder or conflict with Section 9. For the avoidance of doubt, the above shall not prevent the PRESIDENT from continuing his engagement in any activities previously approved by the Company.

- 3.3. The PRESIDENT shall be required to make himself available to the Company during and beyond ordinary business hours, to the extent that the conditions of his employment and the needs of his job require such.
  - 3.4. Work procedures applicable to all the top management level of Verint and VSI as set or amended by Verint and VSI, as applicable, from time to time, including any Israeli Ministry of Defense security clearance requirements, shall constitute an integral part of the conditions of PRESIDENT's employment.
  - 3.5. The PRESIDENT warrants that he is aware that his position in VERINT is a managerial position and also a position that requires a special degree of personal confidence and accordingly the Hours of Work and Rest Law, 5711-1951 (hereinafter referred to as "**the Hours of Work and Rest Law**") shall not apply to his employment by VERINT.
  - 3.6. It is hereby agreed and expressed that this contract is based upon the fundamental assumption that the Hours of Work and Rest Law shall not apply to the PRESIDENT's employment pursuant to this contract and that this clause is a fundamental condition hereof.
  - 3.7. It is hereby agreed that if it is asserted by the PRESIDENT or by another on his behalf or if it is held by a competent court or tribunal that the Hours of Work and Rest Law applies to the PRESIDENT's engagement notwithstanding the foregoing, then in lieu of the consideration payable to the PRESIDENT pursuant to this contract, the PRESIDENT's salary shall be calculated in respect of the period of his employment at VERINT beginning from the Commencement Date such that the total cost that VERINT shall bear in consequence of employing the PRESIDENT shall not exceed the total cost that VERINT is likely to bear or shall bear pursuant hereto and on the basis of the assumption specified above.
4. **VERINT's Obligations**
- 4.1. The Company shall pay the PRESIDENT a monthly salary, annual leave and benefits, all as set forth in this contract and its annexes (hereinafter referred to as "**the Consideration**").
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4.2. With respect to each full fiscal year during the term of the contract, the PRESIDENT shall be eligible to earn an annual bonus award, with a target bonus opportunity of NIS 638,000 (the “**Target Bonus**”), based upon the achievement of performance goals established by the Compensation Committee of the Board of Directors of VSI (the “**Committee**”), and subsequently provided in writing to the PRESIDENT and in a manner consistent with other executive officers of VSI. The determination as to whether the performance goals have been achieved and whether and to what extent any Target Bonus is to be paid with respect to such achievement shall be made in the sole discretion of the Committee. The PRESIDENT shall be entitled to such increases in the Target Bonus, if any, as may be determined from time to time in the sole discretion of the Committee. The PRESIDENT’s annual bonus award, as in effect from time to time, is hereinafter referred to as the “**Annual Bonus**.” The Annual Bonus will be paid in accordance with VSI’s normal practices for senior executive bonuses, but no later than the later of the 15th calendar day of the third month following the end of the PRESIDENT’s first taxable year in which the right to payment is no longer subject to a “substantial risk of forfeiture” (within the meaning of Section 409A of the Code and any proposed, temporary or final regulation, or any other guidance, promulgated with respect to Section 409A of the Code by the U.S. Department of Treasury or the Internal Revenue Service (“**Section 409A**”) or the 15th calendar day of the third month following the end of the Company’s first taxable year in which the right to payment is no longer subject to a “substantial risk of forfeiture”. For the avoidance of doubt, unless otherwise provided in this Agreement, the PRESIDENT’s Annual Bonus shall remain subject to a “substantial risk of forfeiture” until the date when the Committee makes a determination as to the satisfaction of the relevant performance goal or goals relating to such bonus and the extent of the payment thereof.

5. **Monthly Salary**

5.1. The PRESIDENT’s overall commencing (gross) monthly salary (hereinafter, and including the provisions of clauses 5.2 to 5.3, referred to as the “**Salary**”) is NIS 109,609 (one hundred and nine thousand six hundred and nine new Israeli Shekels).

5.2. The PRESIDENT shall be entitled to such increases in his Salary, if any, as may be determined from time to time in the sole discretion of the Committee. In any case, the PRESIDENT’s Salary will be updated in accordance with applicable Extension Orders.

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- 5.3. The Salary shall be paid each month into the PRESIDENT's bank account at the time when the Company pays the salaries to the Company's other executive officers.
- 5.4. Without derogating from other entitlements under this contract and its annexes, the PRESIDENT shall only be entitled to 12 Salaries each year.
- 5.5. Taxes and mandatory payments under any law shall be deducted from the PRESIDENT's Salary and from any other consideration or bonus unless otherwise expressly stated in this contract.
- 5.6. Unless otherwise expressly stated in this contract, the PRESIDENT's Salary shall be the basis for auxiliary payments, provisions, social rights, severance pay, annual leave pay, sick pay, etc.

6. **Annual Leave, Convalescence, Sickness And Military Reserve Duty**

- 6.1. The PRESIDENT shall be entitled to annual leave of 23 (Twenty-three) working days each year, as defined in the Company's procedures in such regard. The PRESIDENT shall coordinate annual leave times with the Supervisor.
  - 6.2. The PRESIDENT's right to accrue leave days and/or redeem leave days shall be as set forth below:
    - 6.2.1. The PRESIDENT shall use his best efforts to actually utilise the full annual leave quota mentioned in clause 6.1 above from year to year.
    - 6.2.2. Subject to clause 6.2.1 above, the PRESIDENT shall be entitled to accrue unutilised leave not exceeding two (2) times the leave quota mentioned in clause 6.1 above; that is to say, not more than 46 working days.
    - 6.2.3. Any unused annual leave days exceeding such quota shall be redeemed by way of payment to the PRESIDENT at the end of each fiscal year in accordance with Company's policy. For the avoidance of any doubt, the parties agree that the above mentioned means that only contractual vacation days, which are above the statutory quota, are redeemed.
    - 6.2.4. A "year" for the purpose of calculations relating to the PRESIDENT's leave right is in accordance with the practice in respect of all the Company's employees (today and pursuant to
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the Annual Leave Law - a period commencing on January 1<sup>st</sup> in a specific year and ending on 31<sup>st</sup> December in the same year).

- 6.2.5. The Company's procedures relating to the entitlement to leave shall apply to any matter not otherwise provided above.
  - 6.3. The PRESIDENT shall be entitled to VERINT's contribution to convalescence pay, as provided in the extension order that applies to VERINT and the PRESIDENT with regard to convalescence pay.
  - 6.4. The PRESIDENT's rights to sick pay shall be pursuant to the provisions of the Sick Pay Law, 5736-1976, and other sick pay laws (due to absences for reasons of illness of a parent or child - heaven forefend), subject to the following provisions:
    - 6.4.1. For each sick day, the PRESIDENT shall be entitled to sick pay at a rate of 100% of the Salary (and not according to the lower rate as provided in the law) and to any other payment or benefit the PRESIDENT is entitled to from the first date of his absence due to sickness.
    - 6.4.2. If monies are paid to the PRESIDENT in respect of sick days by the National Insurance Institute and/or an insurance company, pursuant to loss of working capacity insurance, and/or a pension fund and/or another provident fund, as the case may be, these monies may be set off against the consideration that shall be due to the PRESIDENT from the Company in respect of the said sick days pursuant to clause 6.4.1 above, all in accordance to the provisions of Section 11 to the Sick Pay Law.
    - 6.4.3. Notwithstanding the above, in the event that the PRESIDENT has submitted a claim for loss of capacity insurance or payment from the National Insurance Institute of Israel due to a disability and has exercised all of his accrued sick days and subsequently all of his accrued annual leave, and such payments have not yet commenced, the Company will pay the PRESIDENT his Salary and all benefits during such period until the earliest of the following: (i) the PRESIDENT is eligible to receive any such payments, (ii) the date on which the claim for loss of capacity is denied or (iii) ninety day period. In the event that such payment is approved for retroactive payments, the Company will setoff any payments made by it except with regard to annual leave. In the event that such claim is denied, the PRESIDENT shall return (or the Company shall have the
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right to setoff from any payments due or owing) the compensation (and cash equivalent of any benefits) paid or provided to the PRESIDENT during the period commencing on the first day on which all of the accrued sick days and annual leave expires and the date on which the claim is denied.

- 6.5. The PRESIDENT shall be entitled to continue receiving his Salary from VERINT, including all the conditions and benefits pursuant to this contract, for the period in which he is on military reserve duty, provided that he gives VERINT the necessary documents in order to recover the maximum possible amount from the National Insurance Institute in respect of the period of the PRESIDENT's reserve military duty.

7. **Fringe Benefits**

- 7.1. The PRESIDENT shall continue to receive employee benefits and be eligible to participate in all employee benefit plans in a manner commensurate with other senior executive officers of VSI, in addition to the specific benefits specified in this section 7.

- 7.2. The Company shall continue to make the following monthly payments into the a Study Fund at PRESIDENT's election:

7.2.1. 7.5% of the PRESIDENT's Salary; and

7.2.2. 2.5% of the PRESIDENT's Salary shall be deducted on a monthly basis for PRESIDENT's portion of the study fund, and shall be transferred into the fund by the Company.

Nothing in the aforesaid shall prevent the PRESIDENT from choosing an alternative fund, in accordance with and subject to the provisions of the Law of Supervising Financial Services (Kupot Gemel) 2005. Upon signing this contract, PRESIDENT hereby requests to continue PRESIDENT's current study fund allocation.

It is hereby clarified that the sums contributed by the Company to the Study Fund may exceed the exempted limit recognized by the Income Tax Authority from time to time.

Notwithstanding the foregoing and provided that VERINT shall not be occasioned any additional cost whatsoever, directly or indirectly, the Company's contributions of the portion of the Salary exceeding the exempted limit (as such limitation shall be determined from time to time), shall be paid to the PRESIDENT each month directly, in addition to the Salary at the date of payment of the Salary. For the avoidance of any

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doubt it is hereby clarified that in any event of termination of employment, for any reason, the PRESIDENT shall be entitled to receive all the payments accrued in and added to the Study Fund.

Upon the termination of the term of this contract and the PRESIDENT's employment pursuant hereto for whatsoever reason (whether on his own initiative or not on his own initiative), VERINT shall attend to transferring all the rights and benefits pursuant to the said study fund to the PRESIDENT. For such purpose, VERINT undertakes to sign every document and/or approval required at law or the study fund.

- 7.3. The PRESIDENT is entitled to a Company Car to be chosen by the PRESIDENT at his sole discretion with all maintenance and usage expenses paid by the Company. Such Company Car shall not be inferior to class 5.
- 7.4. The PRESIDENT is entitled to a cell phone for his use in the course of performing his work with all monthly charges paid by the Company.
- 7.5. The PRESIDENT is entitled to a Laptop and BlackBerry for his use in the course of performing his work with all monthly charges paid by the Company.
- 7.6. The PRESIDENT shall be entitled to an examination by the institute called "*Seker Menahalim*" (or an equivalent) once a year that shall be financed for him by the Company.
- 7.7. The PRESIDENT shall be entitled to a private health insurance coverage for VERINT's employees, which VERINT purchased from an insurance company on its own expense (A copy of the precise details of the policy, the extensions to it and the conditions of it, can be obtained from Human Resources). The PRESIDENT shall be entitled to purchase an extended coverage for himself and to also insure his family, at his expense, in accordance with the conditions of the above mentioned policy.

8. **Provisions And Deductions For Severance, Emoluments And Loss Of Working Capacity Insurance**

- 8.1. The parties agree that until otherwise is agreed between them, the Company will continue to monthly contribute from the Salary to all of the Executive's existing pension arrangements (including with respect to severance, emoluments and loss of working capacity) and shall continue to deduct the amount payable on the Executive's account towards such pension arrangements, all as existed prior to signing this contract and as
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detailed under Annex A1 (hereinafter referred to as “**Pension Arrangement**”).

- 8.2. Once a year and immediately upon the decision to increase the PRESIDENT’s Salary, VERINT shall augment to the Pension Arrangement the difference between the statutory severance pay amount (calculated as if the PRESIDENT is entitled to severance pay based on the increased salary due to his entire period of employment with the Company) and the amounts accrued on account of severance pay created by the increase of the PRESIDENT’s Salary (if increased).
  - 8.3. The rates of the payments (of the Company and the PRESIDENT) to the Pension Arrangement, as aforesaid, are subject to changes that shall apply at law, if and insofar as they change at law, while distinguishing between the employee’s part and the Company’s part, provided that the Company’s payments shall not exceed the payments that apply to the Company, unless otherwise required by law.
  - 8.4. The above contributions to the emoluments component and to the loss of working capacity component of the Pension Arrangement (both employer and employee parts) shall continue to be made only from the portion of the Salary up to the exempt ceiling recognized by the Income Tax Authorities as will be from time to time (“**Tax Ceiling**”). In addition, the Company’s contributions to the emoluments component and to the loss of working capacity component of the Pension Arrangement from the portion of the Salary above the Tax Ceiling will continue to be paid directly to the Executive on the same date on which his Salary is regularly paid. For the avoidance of any doubt, the Company’s contributions to the severance pay component will continue to be made from the entire Salary.
  - 8.5. Nothing in the aforesaid shall prevent the PRESIDENT from changing his pension arrangements or any of them in accordance with and subject to the provisions of the Law Supervising Financial Services (Kupot Gemel) 2005. The PRESIDENT shall give written notice to the Company of his selection and in the absence of a notice as aforesaid, the Company shall continue the PRESIDENT’s current Pension Arrangement as detailed in Annex A1.
  - 8.6. Upon the termination of the term of this contract and the PRESIDENT’s employment pursuant hereto for whatsoever reason (whether on his own initiative or not on his own initiative, save for termination for cause under Israeli law (meaning circumstances that under Israeli law entitles the Company to terminate the President’s employment and deny him
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severance pay)(hereinafter in this section - “**Cause under Israeli Law**”), VERINT shall attend to transferring all the rights and benefits (including on account of severance pay) pursuant to the said Pension Arrangement or any alternative pension arrangement, as the case may be, to the PRESIDENT. For such purpose, VERINT undertakes, inter alia, to sign every document and/or approval required at law, including notice of termination of employment and form 161. Notwithstanding the foregoing, only in termination of employment by the Company for cause under Israeli law the Company (i) will not be obligated to transfer the severance pay component accrued in such funds due to any period of employment with the Company and (ii) shall be entitled to withdraw any accrued severance pay monies.

- 8.7. Under any circumstances of termination of employment (including resignation), excluding termination for Cause under Israeli Law, the Company shall pay the PRESIDENT any shortfall, if exists, between the sums accumulated in the severance component of the PRESIDENT’s Pension Arrangement, and the statutory severance pay amount under applicable law.

**9. Confidentiality Of Service Invention And Non-Competition In The Cooling-Off Period - Remunerated With Special Consideration**

- 9.1. The PRESIDENT will not at any time (whether during or after PRESIDENT’s employment with the Company) (A) retain or use for the benefit, purposes or account of PRESIDENT or any other person other than the Company or its affiliates; or (B) disclose, divulge, reveal, communicate, share, transfer or provide access to any person outside the Company and its affiliates (other than its professional advisers who are bound by confidentiality obligations), any non-public, proprietary or confidential information — including without limitation trade secrets, know-how, research and development, software, databases, inventions, processes, formulae, technology, designs and other intellectual property, information concerning finances, investments, profits, pricing, costs, products, services, vendors, customers, clients, partners, investors, personnel, compensation, recruiting, training, advertising, sales, marketing, promotions, government and regulatory activities and approvals — concerning the past, current or future business, activities and operations of the Company, its subsidiaries or affiliates and/or any third party that has disclosed or provided any of same to the Company on a confidential basis (hereinafter the “**Confidential Information**”) without the prior written authorization of the Company other than for the purposes of performing the Position.
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- 9.2. "Confidential Information" shall not include any information that is (A) generally known to the industry or the public other than as a result of PRESIDENT's breach of this covenant; (B) made legitimately available to PRESIDENT by a third party without breach of any confidentiality obligation; or (C) required by law to be disclosed; provided that the PRESIDENT shall give prompt written notice to the Company of such requirement, disclose no more information than is so required, and cooperate with any attempts by the Company to obtain a protective order or similar treatment.
- 9.3. Upon termination of PRESIDENT's employment with the Company for any reason, PRESIDENT shall (A) cease and not thereafter commence use of any Confidential Information or intellectual property (including without limitation, any patent, invention, copyright, trade secret, trademark, trade name, logo, domain name or other source indicator) of the Company, its subsidiaries or affiliates; (B) immediately destroy, delete, or return to the Company, at the Company's option, all originals and copies in any form or medium (including memoranda, books, papers, plans, computer files, letters and other data) in PRESIDENT's possession or control (including any of the foregoing stored or located in PRESIDENT's office, home, laptop or other computer, whether or not Company property) that contain Confidential Information or otherwise related to the business of the Company, its affiliates and subsidiaries, except that PRESIDENT may retain only those portions of any personal notes, notebooks and diaries that do not contain any Confidential Information; and (C) notify and fully cooperate with the Company regarding the delivery or destruction of any other Confidential Information of which PRESIDENT is or becomes aware. Nevertheless, the PRESIDENT may retain documents relating to the terms of his Employment, this contract or as required under applicable law.
- 9.4. The PRESIDENT shall not improperly use for the benefit of, bring to any premises of, divulge, disclose, communicate, reveal, transfer or provide access to, or share with the Company any confidential, proprietary or non-public information relating to a former employer or other third party without the prior written permission of such third party. PRESIDENT shall comply with all relevant policies and guidelines of the Company, including regarding the protection of confidential information and intellectual property and potential conflicts of interest. PRESIDENT acknowledges that the Company may amend any such policies and guidelines from time to time, and that PRESIDENT remains at all times during the term of the contract bound by their most current version
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- 9.5. It is agreed by the parties that in order to protect the Confidential Information and because the PRESIDENT, who has been and shall be exposed in an extensive and in-depth manner to the information and to trade, professional and technological secrets of VERINT in the past and in the present and to its long-term plans and strategies, the President shall in the term of the contract and for 12 months after the termination of labour relations between the Company and the PRESIDENT for whatsoever reason (hereinafter referred to as the “**Cooling-Off Period**”), refrain from competing with VERINT, including with its subsidiaries and related and affiliated companies, in any sphere relating to the development, marketing, distribution, sale, or support of products or services that are competitive with the products or services offered by VERINT or a related company on the date hereof or new lines of business at VERINT or in a related company that operates or is deployed to operate in the said spheres (hereinafter referred to as the “**Spheres**”) during the term of the PRESIDENT’s employment with the Company. Furthermore, in the said 12 months period the PRESIDENT shall also refrain from being an interested party or officer in an entity or business whatsoever that competes with VERINT and/or a company related to it in the said Spheres (hereinafter referred to as “**A Competing Entity or Business**”) and from being engaged and/or employed by A Competing Entity or Business as aforesaid, or from contracting in respect of doing any of the foregoing, whether directly or indirectly, and in any capacity whatsoever, provided that a competing entity or business as aforesaid engages in the Spheres as provided in this clause. Notwithstanding the above, the President shall not be prevented from serving as a board member or as a member of an advisory board in companies which are not in direct competition with the Company and/or VSI.
- 9.6. The PRESIDENT also temporarily undertakes in the Cooling-Off Period mentioned in clause 9.5 above, both by virtue of the duty of fidelity and good faith and also by virtue of VERINT’s proprietary rights and protected interest in its secrets and trade contacts, not to solicit or attempt to solicit customers of VERINT or employees of VERINT with whom he became acquainted by virtue of his employment with VERINT and for its benefit to cease their relationship with Verint, and all only in all matters relating to the Spheres as defined in clause 9.5 above.
- 9.7. The PRESIDENT’s undertakings to safeguard the Company’s information and secrets and the restriction of competition and employment as aforesaid are intended to protect VERINT’s secrets and legitimate interests.
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The PRESIDENT warrants that his above undertakings do not restrict his earning capacity for his livelihood and his right to professional fulfilment and personal realisation in the Cooling-Off Period, having regard to his education, profession, qualifications and experience, including the general know-how and general experience that the PRESIDENT has acquired and shall acquire for himself in the period of employment with VERINT. In any event the above temporary and narrow undertakings are fair, moral and reasonable in their essence, extent and validity insofar as they impair and shall impair the PRESIDENT's freedom of employment.

- 9.8. It is hereby agreed that the Resettlement Grant, as set forth in Annex A2, constitute and shall constitute special and agreed and fair consideration for the restrictions that the PRESIDENT has assumed as set forth above (hereinafter referred to as the **"Special Consideration"**).
- 9.9. If the PRESIDENT breaches any of the provisions of clause 9 above during the term of the contract and/or the Cooling-Off Period, it is agreed by the parties that the breach shall be deemed a fundamental breach of this contract. Without derogating from the foregoing and from any other remedy or relief, the PRESIDENT shall be liable to forthwith return to the Company the Special Consideration, together with linkage differentials and interest from the date of receipt thereof until the date of the actual return thereof.
- 9.10. For the avoidance of doubt, the term "Company" shall also include VSI and any of its subsidiaries.

## **10. The Term Of The Contract And Termination Hereof**

- 10.1. This contract (and the labour relations between the Company and the PRESIDENT pursuant hereto) is a contract for an indefinite term commencing on the Effective Date. During the term of the contract each party shall be entitled to terminate this contract as provided below -
- (a) In the event that the Company dismisses the PRESIDENT - written notice thereof shall be given to the PRESIDENT in a prior written notice of at least ninety (90) days, unless such termination is for Cause as defined in section 10.4 in which notice shall be given only to the extent required under the Cause definition.
- (b) In the event that the PRESIDENT resigns - the PRESIDENT shall give the Company prior written notice of at least ninety (90) days, unless such resignation is for Good Reason (as defined in Annex
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2), in which notice shall be given only to the extent required under the Good Reason definition.

(hereinafter "**Prior Notice Period**")

During the Prior Notice Period (on resignation or dismissal) as aforesaid the PRESIDENT shall be under a duty to continue working for the Company. However, VERINT shall be entitled, in its sole discretion, to waive all or part of the PRESIDENT's actual employment during the said period or, in its sole discretion, to advance the date of the severance of the labour relations between the Company and the PRESIDENT, that is to say to shorten the said agreed Prior Notice Period, and also including to totally cancel the Prior Notice Period, by giving him notice together with payment in lieu of the Prior Notice Period or any portion thereof, as long as any such payment in lieu will be calculated based on the Salary and all social benefits and any other benefits to which the PRESIDENT would have been entitled pursuant to any law and any agreement, including this contract (including all of the President's termination benefits), for any Prior Notice Period that was not given.

For the avoidance of doubt, the resettlement grant payments pursuant to Annex A2 shall be in addition to the Company's duty, if and insofar as such arises for it, for payment in lieu of prior notice in respect of the full or shortened Prior Notice Period, as the case may be.

The labour relations between the PRESIDENT and the Company shall be severed for all intents and purposes at the end of the Prior Notice Period or the date on which the PRESIDENT's employment with the Company shall terminate pursuant to clause 10.10.3 below.

- 10.2. It is hereby agreed that unless due to dismissal pursuant to clause 10.3 below, the PRESIDENT shall be entitled to full consideration and ancillary conditions during the prior notice period.
  - 10.3. Notwithstanding the provisions of clauses 10.1 and 10.2 above, VERINT shall be entitled to terminate the term of this contract and the PRESIDENT's employment pursuant hereto forthwith, and without any prior notice, for "Cause" (as defined in 10.4 below) and any labour relations between the Company and the PRESIDENT shall be severed for all intents and purposes as of the date of such notice for Cause. The foregoing does not derogate from the provisions of section 7 of the Contracts (Remedies for Breach of Contract) Law, 5731-1970.
  - 10.4. "**Cause**" shall mean one or more of the following:
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- 10.4.1. (i) conviction of, or plea of guilty or nolo contendere to a felony or (ii) indictment for a crime involving dishonesty, fraud, or moral turpitude which is materially harmful to the Company or any of its Subsidiaries (including reputational harm);
- 10.4.2. willful and intentional breach of the PRESIDENT's obligations to the Company or any of its Subsidiaries or pursuant to this Agreement, which is materially harmful to the Company or any of its Subsidiaries;
- 10.4.3. willful misconduct, or any willful dishonest or willful fraudulent act by the PRESIDENT in connection with the PRESIDENT's performance of his duties for the Company which is materially harmful to the Company;
- 10.4.4. material violation of any U.S. federal securities laws, rules or regulations, as determined by a U.S. court or any other U.S. governmental body of competent jurisdiction;
- 10.4.5. material violation of any material Company policy or procedure provided to the PRESIDENT, including without limitation a material violation of the Company's Code of Business Conduct and Ethics and the Company's policies on harassment, discrimination or substance abuse, resulting in material and demonstrable harm to the Company; or
- 10.4.6. gross neglect of his material duties for the Company which is materially harmful to the Company or any of its Subsidiaries;

All provided, that no termination for Cause shall qualify as a termination for Cause under this Agreement unless made by a majority of the Board of VSI, at a meeting of the Board held for such purpose, where Executive and his counsel had an opportunity, on at least 15 days notice, to be heard before the Board of VSI; provided, further, if such conduct is capable of being cured, such conduct will only be considered Cause if the Company has first notified the President in writing of such circumstances and the President has failed to cure, to the extent curable, it within 15 days of receiving such notice. The term "Company" for this section 10.4 shall also be understood to include VSI.

- 10.5. For the avoidance of doubt, this definition of Cause shall only apply on and after the date of this Agreement. For the further avoidance of doubt, only facts and circumstances which occur on or after the date of this Agreement that constitute Cause may be considered Cause under this Agreement. Nothing in this provision shall be read to be inconsistent with Section 7 of Annex A hereto.
  - 10.6. If the exercise or sale of any vested Verint stock option, restricted stock, restricted stock unit, deferred stock awards or any other type of equity award held by the PRESIDENT upon the termination of the PRESIDENT's employment with the Company shall be limited or prohibited under applicable law or Company policy or due to the inability to trade the shares on a stock exchange, then the vested Verint stock options, restricted stock, restricted stock unit, deferred stock awards or any other type of equity award shall expire (if applicable) only upon the end of a
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period of thirty (30) days after such limitations or prohibitions are no longer in effect and the shares are freely tradable on a stock exchange.

11. **Officer's Insurance And Indemnity**

The Company and VSI agrees that if the PRESIDENT is made a party to, is threatened to be made a party to, receives any legal process in, or receives any discovery request or request for information in connection with, any action, suit or proceeding, whether civil, criminal, administrative or investigative (a "Proceeding"), by reason of the fact that the PRESIDENT is or was a director, officer, employee, consultant or agent of the Company or VSI or any of their affiliates, or is or was serving at the request of, or on behalf of, the Company or VSI as a director, officer, member, employee, consultant or agent of another corporation, limited liability corporation, partnership, joint venture, trust or other entity, including service with respect to employee benefit plans, whether or not the basis of such Proceeding is the PRESIDENT's alleged action in an official capacity while serving as a director, officer, member, employee, consultant or agent of the Company or other entity, VSI, the Company and its successors and/or assigns will indemnify, hold harmless and defend the PRESIDENT to the fullest extent permitted or authorized by the Company's and/or VSI's certificate of incorporation or by-laws or, if greater, by applicable law, against any and all costs, expenses, liabilities and losses (including, without limitation, attorneys' fees reasonably incurred, judgments, fines, excise taxes under the Employee Retirement Income Security Act of 1974, as amended ("ERISA") or penalties and amounts paid or to be paid in settlement and any reasonable cost and fees incurred in enforcing his rights to indemnification or contribution, advancement of expenses or coverage under directors' and officers' liability insurance policies) incurred or suffered by the PRESIDENT in connection therewith, and such indemnification shall continue as to the PRESIDENT even though he has ceased to be a director, officer, member, employee, consultant or agent of VSI, the Company or other entity and shall inure to the benefit of the PRESIDENT's heirs, executors and administrators. VSI and/or the Company shall reimburse the PRESIDENT for all reasonable costs and expenses (including, without limitation, reasonable attorneys' fees, provided that the PRESIDENT provides notice to the Company prior to retaining counsel in connection with any Proceeding) incurred by him in connection with any Proceeding promptly after receipt by VSI of a written request for such reimbursement and appropriate documentation associated with these expenses. Such request shall

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include an undertaking by the PRESIDENT to repay the amount of such advance if it shall ultimately be determined by a final, non-appealable decision of a court of competent jurisdiction that he is not entitled to be indemnified against such costs and expenses. VSI and the Company also agree to have any successor to all or substantially all of its business or assets to expressly agree to assume the Company's and/or VSI's obligations under this clause 11.

Neither the failure of VSI or the Company (including its respective board of directors, independent legal counsel or stockholders) to have made a determination prior to the commencement of any Proceeding concerning payment of amounts claimed by the PRESIDENT under this clause 11 that indemnification of the PRESIDENT is proper because he has met the applicable standard of conduct, nor a determination by VSI or the Company (including its respective board of directors, independent legal counsel or stockholders) that the PRESIDENT has not met such applicable standard of conduct, shall create a presumption or inference that the PRESIDENT has not met the applicable standard of conduct.

VSI and the Company agree to continue and maintain a directors' and officers' liability insurance policy covering the PRESIDENT at a level, and on terms and conditions, no less favorable to him than the coverage VSI and/or the Company provides other similarly-situated executives or directors until such time as suits against the PRESIDENT are no longer permitted by law. In all events, the PRESIDENT shall be covered, in respect of the PRESIDENT's activities as an officer, director or employee of VSI and/or the Company, or any of their affiliates, by VSI's or the Company's (or any of their affiliates') directors and officers liability insurance policy with a top rated insurer with the usual coverage (with respect to scope and period) and deductibles in a total policy amount not to be less than \$10,000,000 or other comparable policies, if any, obtained by VSI's and/or the Company's (or any of their affiliates') successors, to the fullest extent permitted by such policies.

Nothing in this clause 11 shall be construed as reducing or waiving any right to indemnification, or advancement of expenses or coverage under any directors' and officers' liability insurance policies the PRESIDENT would otherwise have under VSI's and/or the Company's or any affiliate's certificate of incorporation or by-laws or under applicable law.

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12. **Expenses Indemnification**

VERINT shall cover the PRESIDENT's entertainment and subsistence expenses incurred in connection with his employment with VERINT against receipts, in accordance with the Company's procedures.

13. **Work procedures, employment conditions and security vetting**

Work procedures and employment conditions as set or amended by VERINT from time to time shall constitute an integral part of the conditions of this contract. Furthermore, this employment contract shall be conditional upon the PRESIDENT's obtaining and keeping the security vetting required for the purpose of performing his Position, in accordance with the guidelines of the competent security authorities, and VERINT's policy.

14. **Transference Of The Position**

The PRESIDENT undertakes that upon giving and/or receiving prior notice of dismissal or resignation, for whatsoever reason, he shall transfer his Position in an orderly manner in accordance with VERINT's instructions and shall return VERINT all the documents, information, equipment and other material that reached him or were prepared by him in connection with his employment with VERINT subject to clause 9.3 above.

15. **Exhaustive Contract And Exhaustion Of Rights And Validity Hereof**

- 15.1. This contract including Annex A1 and A2 hereto contains, embodies, merges, expresses and exhausts all the terms and conditions agreed upon by the parties with regard to the PRESIDENT's employment with VERINT following the Effective Date, retention bonus, outstanding stock options, restricted stock, restricted stock units, deferred stock awards and any other equity awards held by the PRESIDENT. All assurances, sureties, written or oral agreements, undertakings or representations with regard to the subject matter of this contract that were given or made by the parties prior to the execution hereof and that have not found explicit expression herein do not add to the obligations and rights prescribed herein or deriving therefrom or derogate therefrom or amend them.
  - 15.2. An amendment to any of the provisions of this contract or a waiver of any of the rights provided herein or deriving therefrom shall not be valid unless made in writing and signed by the party against whom the amendment or waiver is asserted.
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- 15.3. The parties mutually and in good faith warrant that prior to executing this contract they carefully perused it and the various provisions hereof, that negotiations on the contents and various terms and conditions hereof were conducted and each party had the opportunity of consulting, that they well understand their agreed rights and duties pursuant hereto and that neither of them has nor shall have any complaint or claim with regard to the validity and/or fairness of this contract or any of the provisions hereof.
- 15.4. VSI, as a party to this contract, may enforce this contract on behalf of itself or the Company, directly against the PRESIDENT and similarly, the PRESIDENT may also enforce this contract directly against VSI.

16. **Governing Law and Jurisdiction**

This contract shall be governed by and construed in accordance with Israeli law, without regard to conflicts of laws principles thereof. The parties hereby submit to the exclusive jurisdiction of the competent courts in Israel in regard to any claim or matter arising out of or in connection with this contract.

17. **Notices**

The addresses of the parties to this contract are as specified in the recitals hereto and any notice relating to this contract that shall be given by one party to the other shall be deemed as having been delivered to its addressee at the time it reached it/him or if sent by registered post to the said addresses - at the time it reached its addressee or at the end of three (3) days from the time of despatch as aforesaid - whichever is the earlier.

**IN WITNESS WHEREOF THE PARTIES HAVE SET THEIR HANDS  
ON THE DATE AND AT THE PLACE FIRST STATED ABOVE**

/s/ Dganit Zahavi

**VERINT SYSTEMS LTD.**

/s/ Meir Sperling

Meir Sperling

/s/ Peter Fante

**VERINT SYSTEMS INC.**

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## Annex A2 — Additional Terms

During the term of the contract, as defined in the Contract of Employment to which this Annex A2 is attached (the “Contract”), the Company and the PRESIDENT further agree to the terms set forth in this Annex A2. For the avoidance of doubt, the provisions of Sections 1, 2, 6, and 11 of this Annex A2 shall apply and be operative regardless of whether or not the PRESIDENT’s employment is terminated and the entirety of this Annex A2 shall form a part of the Contract whether or not referred to by the body of the Contract.

1. Definitions. Except as otherwise provided in this Annex A2, defined terms used herein will mean as set forth in the Contract. In addition, for purposes of this Annex A2:

a. “**Accrued Rights**” shall mean “ (i) any outstanding salary; (ii) any Annual Bonus earned, but unpaid, paid in accordance with Section 4 of the Contract; (iii) payment for accrued but unused vacation; (iv) such employee benefits, if any, as to which the PRESIDENT may be entitled under the employee benefit plans of the Company, in accordance with the terms of such benefit plans, including under any insurance coverage; (v) any outstanding convalescence payment; (vi) all amounts and rights accrued (or added) in the Pension Arrangement and/or any alternative pension arrangement and/or Study Fund, including on account of severance pay; (vii) payment in lieu of the Prior Notice Period or any portion thereof, calculated as provided in the Contract, for the Prior Notice Period that was not given; (viii) any vested equity awards, including but not limited to any vested options, in accordance with the terms of the option plans and/or award agreement.

b. “**Board**” means the Board of Directors of VSI.

c. “**Change in Control**” shall be deemed to have occurred if the event set forth in any one of the following subparagraphs shall have occurred:

(i) (the acquisition by any Person, entity or affiliated group (other than Comverse), in one or a series of transactions, of more than 50% of the voting power of VSI, or the acquisition of all the common stock of VSI (other than equity held by employees which is assumed in such transaction) following which the common stock of VSI is no longer publicly traded;

(ii) the requirement that any Person, entity or affiliated group (other than Comverse) consolidate with its financial results the financial results of VSI;

(iii) a merger or consolidation in which the holders of VSI’s equity securities would not be holders of 50% or more of the voting power of the merged or consolidated entity;

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(iv) a sale of all or substantially all of VSI's assets; or

(v) during any period of two consecutive years, Incumbent Directors cease to constitute at least a majority of the board. "Incumbent Directors" shall mean: (1) the directors who were serving at the beginning of such two-year period, (2) any directors whose election or nomination was approved by the directors referred to in clause (1) or by a director approved under this clause (2), and (3) at any time that Comverse owns a majority of the voting power of VSI, any director nominated by Comverse.

d. "**Change in Control Termination**" means the PRESIDENT's employment is terminated by the Company without Cause or by the PRESIDENT for Good Reason as defined below (i.e., excluding a termination by the Company for Cause, by the PRESIDENT without Good Reason, or as a result of death or Disability): (i) upon, or within 12 months following, a Change in Control, or (ii) at a time when VSI or Comverse is party to an agreement, the consummation of which would result in the occurrence of a Change in Control (whether or not a Change in Control actually occurs), or (iii) within the six (6) month period preceding the entrance by VSI or Comverse into an agreement, the consummation of which would result in the occurrence of a Change in Control (whether or not a Change in Control actually occurs), and such termination is made in contemplation of or in connection with the potential Change in Control, or (iv) within the nine (9) month period preceding the consummation of a Change in Control, and such termination is made in contemplation of or in connection with the potential Change in Control, or (v) in connection with a Board resolution or consent authorizing the payment of the amounts and benefits described Section 4 of this Annex A2.

e. "**Comverse**" means Comverse Technology, Inc.

f. "**Disability**" means disabled within the meaning of the Company's applicable long-term disability plan then in effect.

g. "**Exchange Act**" means the Securities Exchange Act of 1934, as amended from time to time.

h. "**Good Reason**" means the occurrence of any of the following events without PRESIDENT's prior written consent: (i) a significant reduction in the PRESIDENT's authorities, duties, position, titles or reporting status; (ii) the assignment to the PRESIDENT of duties inconsistent with the PRESIDENT's Position or an adverse alteration in the nature of the PRESIDENT's duties and/or responsibilities, reporting relationships, positions, titles or authority; (iii) a reduction by the Company in the PRESIDENT's Salary or Target Bonus or the failure by the Company to timely contribute its portion in the Study Fund and the Pension Arrangement in accordance with the terms of the Contract; (iv) the relocation of the PRESIDENT's own office location by more than 25 miles; (v) a material breach by the Company of any provision of this Agreement or any other agreement between PRESIDENT and Company and its

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Subsidiaries; (vi) any failure by the Company to obtain the assumption in writing of any obligation of the Company or any affiliate to perform any agreement between PRESIDENT and the Company or any affiliate by any successor to all or substantially all of the assets of the Company, whether by operation of law or contractually, as of the date of such transaction; or (vii) any failure to elect the PRESIDENT to the Company's board of directors and to the Position or removal of the PRESIDENT from the Company's Board of directors or as President of ACS or General Manager of the Company (other than for Cause in accordance with this Contract), unless President's service as a director of the Company becomes a violation of law, in which case his removal or failure to re-elect shall not constitute Good Reason; provided that the events described above shall constitute Good Reason only if the Company fails to cure such event within 30 days after receipt from the PRESIDENT of written notice of the event which constitutes Good Reason; provided, further, that "Good Reason" shall cease to exist for an event on the 90th calendar day following the later of its occurrence or the PRESIDENT's knowledge thereof, unless the PRESIDENT has given the Company written notice thereof prior to such date, however, if the PRESIDENT does not claim Good Reason as a result of an event within such period, the PRESIDENT shall not be deemed to have waived the right to claim Good Reason upon the occurrence of a subsequent (or similar) event.

i. "Person" has the meaning given in Section 3(a)(9) of the Exchange Act, as modified and used in Sections 13(d) and 14(d) thereof, except that such term shall not include (i) VSI or any of its Subsidiaries, (ii) a trustee or other fiduciary holding securities under an employee benefit plan of VSI or any of its affiliates, (iii) an underwriter temporarily holding securities pursuant to an offering of such securities, or (iv) a corporation owned, directly or indirectly, by the shareowners of VSI in substantially the same proportions as their ownership of stock of VSI.

j. "Resettlement Grant" means, in the case of the PRESIDENT's termination of employment by the Company without Cause or by the PRESIDENT for any reason, an amount equal to the PRESIDENT's Salary and all social benefits and other benefits the President is entitled to receive each as in effect on the Termination Date (as defined below), for the Resettlement Period. For the avoidance of doubt it is further agreed that any Resettlement Grant does not constitute a salary component that carries any social rights whatsoever.

k. "Resettlement Period" means a number of months (including fractions thereof) equal to (i) ten (10), plus (ii) one month for each full and partial years of the PRESIDENT's employment with the Company commencing at September 1, 2010 (and pro rata to the period that the PRESIDENT shall actually work for the Company in the last year in case employment shall be terminated after September 1st).

l. "Subsidiary" of any Person means another Person (other than a natural Person), an aggregate amount of the voting securities, other voting ownership or voting partnership interests, of which is sufficient to elect at least a majority of the

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Board or other governing body (or, if there are no such voting interests, 50% or more of the equity interests of which) is owned directly or indirectly by such first Person.

m. “**Termination Date**” means the day in which the employment relationship between the PRESIDENT and the Company is ended.

2. Clawback. Notwithstanding anything to the contrary, if VSI’s financial statements for FY 2012 and thereafter for any fiscal year are restated due to material noncompliance, as a result of misconduct by the PRESIDENT, with any financial reporting requirement under the U.S. securities laws applicable to such fiscal year, the PRESIDENT shall, at the request of the Committee, return or forfeit, as applicable, all or a portion (but no more than one-hundred percent (100%)) of the net amount of any bonus or any incentive award (including equity awards) made to the PRESIDENT during the term of the contract as incentive for the specific fiscal year or years (in the case of equity awards granted during the term of the contract only, the portion of the award vested during such fiscal year or years) required to be restated for FY 2012 and thereafter. For example, if the PRESIDENT is granted an award during the term of the contract and in FY 2012 that vests in installments based on performance in FY 2013 and 2014, and the Company’s financial statements for FY 2013 are required, as a result of misconduct by the PRESIDENT, to be restated due to material noncompliance with any financial reporting requirements as set forth above, only the portion of the award which vests in FY 2013 based on either time vesting or achievement of the performance targets for FY 2013 (or both, as applicable) shall be subject to clawback in accordance with this Section 2, but the portion of the award which vests in FY 2014 shall not be subject to forfeiture or clawback. Or, if based on the same facts as set forth in the preceding sentence, The PRESIDENT is paid a bonus in FY 2013 for performance in FY 2012, such bonus shall be subject to clawback in accordance with this Section 2, but not any bonus paid for any other fiscal year. The amount to be recovered from the PRESIDENT shall be the amount by which the bonus or incentive compensation award exceeded the amount that would have been payable to the PRESIDENT had the financial statements been initially filed as restated (including, but not limited to, the entire award), as reasonably determined by the Committee. The Committee shall determine whether VSI or the Company shall effect any such recovery (i) by seeking repayment from the PRESIDENT, (ii) by reducing (subject to applicable law, including Section 409A, and the terms and conditions of the applicable plan, program or arrangement) the amount that would otherwise be payable to the PRESIDENT under any compensatory plan, program or arrangement maintained by VSI or the Company, (iii)

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by withholding payment of future increases in compensation (including the payment of any discretionary bonus amount) or grants of compensatory awards that would otherwise have been made in accordance with VSI's or the Company's compensation practices, or (iv) by any combination of the foregoing.

3. Termination by the Company Without Cause or by the PRESIDENT for Good Reason (Other Than in Connection With a Change in Control).

a. Without derogating from any other rights granted under the Contract or law to the PRESIDENT, if the PRESIDENT's employment is terminated by the Company without Cause (other than by reason of death or Disability) or if the PRESIDENT resigns for Good Reason, the PRESIDENT shall be entitled to receive:

(i) the Accrued Rights, and any shortfall between the sums accumulated in the severance component of the PRESIDENT's Pension Arrangement and/or any alternative pension arrangement and the statutory severance pay under applicable law (if exist).

(ii) subject to the PRESIDENT's continued compliance with the provisions of Section 9 of the Contract, and in addition to any amounts otherwise provided pursuant to the Contract, a lump sum cash payment of the Resettlement Grant, payable to the PRESIDENT on the 60<sup>th</sup> calendar day following the Termination Date, and

(iii) subject to clause 3(b) below:

(A) A lump sum cash payment equal to 12 months Salary, as in effect on the Termination Date, or if higher, as of the date immediately prior to the first event or circumstance constituting Good Reason in connection with such departure, payable on the 60th calendar day following the Termination Date.

(B) A lump sum cash payment of a pro rata portion of the Annual Bonus, if any, that the PRESIDENT would have been entitled to receive pursuant to Section 4 of the Contract in such year following the conclusion of the performance period, based upon the percentage of the fiscal year that shall have elapsed through the Termination Date, VSI's and the Company's actual performance for the applicable performance period, payable at the same time bonuses are paid to other senior executives of the Company for such fiscal year, but no later than the later of the 15th calendar day of the third month following the end of the PRESIDENT's first taxable year in which the right to payment is no longer subject to a "substantial risk of forfeiture" (within the meaning of Section 409A) or the 15th calendar day of the third month following the end of the

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Company's first taxable year in which the right to payment is no longer subject to a "substantial risk of forfeiture" (the "**Pro Rata Bonus**").

(C) A lump sum cash payment equal to 100% of the average Annual Bonus actually paid or payable with respect to the three most recently completed years, payable on the 60th calendar day following the Termination Date.

(D) For 12 months following the Termination Date, the Company will reimburse the PRESIDENT for the cost (on a grossed-up basis) of maintaining health benefits under a group health plan of the Company or a subsidiary of the Company. For the avoidance of doubt, the foregoing will not cover any short term or long term disability insurance benefits.

b. As a condition precedent to receiving the compensation and benefits provided under Section 3.a.(iii) of this Annex A2, the PRESIDENT shall execute the waiver and release attached to this Agreement as Exhibit A (the "**Release**"). If the Release has not been executed and delivered to the Company within 60 calendar days following Termination Date, the Company will cease to have any obligations to make any payments or provide any benefits under Section 3.a.(iii) of this Annex A2, other than as required by law.

4. Termination by the Company Without Cause or by the PRESIDENT for Good Reason in Connection With a Change in Control.

a. Without derogating from any other rights granted under the Contract or law to the PRESIDENT, in the event of a Change in Control Termination, the Company shall pay the PRESIDENT the following amounts, and provide the PRESIDENT the following benefits, described in the balance of this Section 4 (collectively, the "Change in Control Payments") in lieu of any other severance payments or benefits otherwise payable to the PRESIDENT under Section 3 of this Annex A2.

(i) the Accrued Rights, and any shortfall between the sums accumulated in the severance component of the PRESIDENT's Pension Arrangement and/or any alternative pension arrangement and the statutory severance pay under applicable law (if exist).

(ii) A lump sum cash payment of the Resettlement Grant, payable to the PRESIDENT on the 60<sup>th</sup> calendar day following the Termination Date.

(iii) A lump sum cash payment equal to the sum of (i) the Salary (as in effect on the Termination Date, or if higher, as of the date immediately prior to the first event or circumstance constituting Good Reason in connection with such departure) for 12 months, and (ii) the Target Bonus, or if higher, the Target Bonus for the year immediately prior to the year in which a Change in Control occurs, both multiplied by

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1.5, payable to the PRESIDENT on the 60th calendar day following the Termination Date.

(iv) A lump sum cash payment of a bonus equal to pro rata portion of the Target Bonus (as in effect on the Termination Date, or if higher, as of the date immediately prior to the first event or circumstance constituting Good Reason in connection with such departure), if any, that the PRESIDENT would have been entitled to receive pursuant to Section 4 of the Contract in such year (if such year had been completed) based upon the percentage of the fiscal year that shall have elapsed through the Termination Date and, to the extent relevant to the calculation of the PRESIDENT's bonus, the PRESIDENT's actual performance and assuming that VSI's and the Company's actual performance through the Termination Date were annualized through the end of such year, payable to the PRESIDENT on the 60th calendar day following the Termination Date.

(v) As of the PRESIDENT's Termination Date, all outstanding equity awards shall vest and become non-forfeitable, with any outstanding stock options immediately vesting and becoming exercisable, the restriction period (including any vesting requirements) on any restricted stock and restricted stock units held by the PRESIDENT shall lapse, and any other vesting requirements or conditions with respect to the foregoing or other equity-based awards (including any "phantom" awards) held by the PRESIDENT shall lapse and be disregarded, and such awards shall be settled in accordance with the terms of the plan and/or the applicable award agreement; provided that (i) in event the PRESIDENT holds one or more "tandem" awards, only one side of each such tandem award shall vest (pursuant to the terms and conditions of such awards) and (ii) notwithstanding the terms of the plan or the applicable award agreements, if VSI determines that the settlement of some or all of such awards in stock is not feasible at such time (for legal, regulatory, or other reasons), such awards will instead be settled in cash or cash-cancelled based on the fair market value of VSI's stock at such time (as determined in good faith by the Board); all amounts or shares payable or deliverable under this paragraph to be paid or delivered to the PRESIDENT on the 60th calendar day following the Termination Date.

(vi) For a period of 12 months following the Termination Date, the Company will reimburse the PRESIDENT for the cost (on a grossed-up basis) of maintaining health benefits under a group health plan of the Company or a subsidiary of the Company. For the avoidance of doubt, the foregoing will not cover any short term or long term disability insurance benefits.

5. [RESERVED]

6. Legal Fees. The Company shall pay to the PRESIDENT all reasonable legal fees and expenses incurred by the PRESIDENT in disputing any issue under Sections 4 or 10.4 to the Contract, or this Annex A2 relating to the termination of the PRESIDENT's employment or in seeking in good faith to interpret,

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obtain or enforce any benefit or right provided by this Annex A2, in each case, regardless of the outcome. Such payments shall be made within five days (but in any event no later than December 31st of the year following the year in which the PRESIDENT incurs the expenses) after delivery of the PRESIDENT's written requests for payment accompanied with such evidence of fees and expenses incurred as the Company reasonably may require, provided that (a) the amount of such legal fees and expenses that the Company is obligated to pay in any given calendar year shall not affect the legal fees and expenses that the Company is obligated to pay in any other calendar year, (b) the PRESIDENT's right to have the Company pay such legal fees and expenses may not be liquidated or exchanged for any other benefit, and (c) the PRESIDENT shall not be entitled to reimbursement unless the PRESIDENT has submitted an invoice for such fees and expenses at least ten days before the end of the calendar year next following the calendar year in which such fees and expenses were incurred.

7. Termination By the Company For Cause. If the PRESIDENT's employment is terminated by the Company for Cause, the PRESIDENT shall be entitled to receive the Accrued Rights. Nothing in this provision shall be read as derogating from the President's rights under Section 8.7 of the Contract.

8. Termination By the PRESIDENT Without Good Reason. If the PRESIDENT resigns without Good Reason, the PRESIDENT shall be entitled to receive the following: (i) the Accrued Rights, and any shortfall between the sums accumulated in the severance component of the PRESIDENT's Pension Arrangement and/or any alternative pension arrangement and the statutory severance pay under applicable law (if exist); (ii) A lump sum cash payment of the Resettlement Grant, payable to the PRESIDENT on the 60<sup>th</sup> calendar day following the Termination Date.

9. Death. Without derogating from any other rights granted under the Contract or law to the PRESIDENT, upon termination of the PRESIDENT's employment due to the PRESIDENT's death, the PRESIDENT's estate or, where the law requires, the next of kin, shall be entitled to receive:

a. the Accrued Rights, and any shortfall between the sums accumulated in the severance component of the PRESIDENT's Pension Arrangement and/or any alternative pension arrangement and the statutory severance pay under applicable law (if exist).

b. a lump sum cash payment of the Resettlement Grant, payable to the PRESIDENT's estate the PRESIDENT's successors according to law on the 60th calendar day following the PRESIDENT's day of death,

c. A lump sum cash payment of the Pro Rata Bonus, if any, payable as provided in Section 3 of this Annex A2, and

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d. For 12 months following the PRESIDENT's death, the Company will reimburse the PRESIDENT's spouse and eligible dependents for the cost (on a grossed-up basis) of maintaining health benefits for the PRESIDENT's spouse and eligible dependents under a group health plan of the Company or a subsidiary of the Company. For the avoidance of doubt, the foregoing will not cover any short term or long term disability insurance benefits.

10. Disability. Without derogating from any other rights granted under the Contract or law to the PRESIDENT, upon termination of the PRESIDENT's employment due to his Disability, the PRESIDENT shall be entitled to receive:

a. the Accrued Rights, and any shortfall between the sums accumulated in the severance component of the PRESIDENT's Pension Arrangement and/or any alternative pension arrangement and the statutory severance pay under applicable law (if exist).

b. a lump sum cash payment of the Resettlement Grant, payable to the PRESIDENT on the 60th calendar day following Termination Date,

c. A lump sum cash payment of the Pro Rata Bonus, if any, payable as provided in Section 3 of this Annex A2,

d. A lump sum cash payment equal to the greater of (i) six (6) months or (ii) the number of full and partial months from the Termination Date and until the date on which the PRESIDENT would be eligible to receive benefits under the Company's long-term disability plan applicable to the PRESIDENT (but in no event more than 12 months) (such greater period, the "**Overlap Period**") of the PRESIDENT's Salary, as in effect on the Termination Date, payable on the 60th calendar day following the Termination Date.

e. For a period equal to the Overlap Period following the Termination Date, the Company will reimburse the PRESIDENT for the cost (on a grossed-up basis) of maintaining health benefits under a group health plan of the Company or a subsidiary of the Company. For the avoidance of doubt, the foregoing will not cover any short term or long term disability insurance benefits.

11. Change in Control. Upon a Change in Control (as defined herein or in the applicable stock incentive compensation plan), if outstanding equity awards held by all senior executives of VSI are not assumed in connection with such Change in Control, all of the PRESIDENT's outstanding equity awards shall vest and become non-forfeitable, with any outstanding stock options immediately vesting and becoming exercisable, the restriction period (including any vesting requirements) on any restricted stock and restricted stock units held by the PRESIDENT shall lapse, and any other vesting requirements or conditions with respect to the foregoing or other equity-based awards

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(including any “phantom” awards) held by the PRESIDENT shall lapse and be disregarded. For purposes of this Section 11, an equity award shall be considered assumed if, and only if, each of the following conditions are met: (i) stock options and stock appreciation rights are converted into a replacement award in a manner that complies with Section 409A and preserves the intrinsic value of the equity award on the date of the Change in Control; (ii) restricted stock units and restricted stock awards are converted into a replacement award covering a number of shares of common stock of the entity effecting the Change in Control (or a successor or parent corporation), as determined on a basis no less favorable to the holder of such award than the treatment applied to shareholders generally; provided that to the extent that any portion of the consideration received by holders of VSI common stock in the Change in Control transaction is not in the form of the common stock of such entity (or a successor or parent corporation), the number of shares covered by the replacement award shall be based on the average of the high and low selling prices of the common stock of such entity (or a successor or parent corporation) that is the subject of the replacement award on the established stock exchange on the trading day immediately preceding the date of the Change in Control; (iii) the replacement award contains provisions for scheduled vesting, attainability of performance targets (if applicable) and treatment on termination of employment (including the definition of Cause and Good Reason as set forth in the controlling document) that are no less favorable to the holder than the underlying award being replaced (including taking into account any provisions of any employment agreement), and all other terms of the replacement award (other than the security and number of shares represented by the replacement award) are no less favorable to the holder than the underlying award; and (iv) the security represented by the replacement award is of a class that is publicly held and traded on an established stock exchange. In the event the PRESIDENT’s awards are assumed in connection with a Change in Control in accordance with this Section 11, his underlying award(s), and any replacement award(s), shall be treated no less favorably than the standards set forth in clauses (i) through (iv) of the preceding sentence.

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**Exhibit A**

**RELEASE**

This Release (the "**Release**") is entered into by and between Verint Systems Ltd., company number 512704867, at (the "**Company**") and Mr. Meir Sperling, ID 004187050, at ("**Meir**").

Whereas: the Company and Meir previously entered into an Employment Contract dated , 2011 (the "**Employment Contract**"); and

Whereas: the employment relations between the Company and Meir [were terminated] [will terminate] on (the "**Termination Date**"); and

Whereas: pursuant to Section 3(b) to Annex A2 of the Employment Contract, Meir is entitled to certain payments and benefits upon such termination, contingent upon the execution of this Release;

NOW, THEREFORE, in consideration of the premises and mutual agreements contained herein, the Company and Meir agree as follows:

1. On or around the Termination Date, a final settlement of account will be carried out and the Company will send letters of release to the relevant insurance companies releasing to Meir all sums (including sums on account of severance pay), accrued in the pension funds and study fund (the "**Release Letters**"), and will pay Meir an additional gross amount of NIS , to cover all Meir's entitlements under any law or agreement, all as detailed in Exhibit A1 attached herein.
  2. In addition, the Company will grant Meir all the payments and benefits specified under Section 3(a)(iii) to Annex A2.
  3. Subject to Section 5 below, the release and the receipt of the above sums and benefits shall constitute full and final settlement of everything owed to Meir by the Company, its affiliates, including Verint Systems Inc. (the "**Parent Company**") and anyone on their behalves (together the "**Group**"), with respect to the employment relationship between Meir and the Company or its termination.
  4. Meir hereby confirms that, subject to Section 5 below, upon receipt of the above sums and benefits, neither he nor anyone on his behalf will have any claim or demand against the Group and anyone on their behalves with respect to his employment with the Company and its termination.
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The Company and/or the Parent Company on behalf of themselves and on behalf of any other member of the Group hereby release and discharge Meir from all claims and demands which they and/or any other member of the Group may have had, have now or will have, against Meir arising out of or in connection with his employment with the Company and its termination.

5. The parties hereto acknowledge and agree that the release contained in Section 3 does not, and shall not be construed to, release or limit the scope of any existing obligations of the Company and/or the Parent Company towards Meir or anyone on his behalf which intended to survive the termination of Meir's employment, although not included in Exhibit A1, including but not limited to: (i) indemnification obligations towards Meir for his acts as an officer or director of Company in accordance with the Articles of Association of the Company, the indemnification agreement entered with Meir dated \_\_\_\_\_ and the policies and procedures of Company that are presently in effect, and/or the undertaking to provide director's and officer's insurance to Meir; (ii) any obligation toward Meir and his eligible, participating dependents or beneficiaries under any existing group welfare or retirement plan of the Company or the Parent Company in which Meir and/or such dependents are participants or, (iii) any obligation toward Meir with respect to any other vested benefit under the Group's benefit plans, including any of the Group's, equity compensation plans, in accordance with the terms of such plans or related award agreements.
6. Each party to this Release undertakes to preserve the reputation of the other party, and to refrain from any act or omission which is likely to harm such reputation.
7. The Parties declare that they have voluntarily entered into this Release, after receiving independent legal advice and being represented by legal counsel, and are signing this Release with a full understanding of its terms.

Meir acknowledges that he has been provided at least 21 days to review the Release and has been advised to review it with an attorney of his choice. In the event Meir elects to sign this Release prior to this 21 day period, he agrees that it is a knowing and voluntary waiver of his right to wait the full 21 days. Meir further understands that he has 7 days after the signing hereof to revoke it by so notifying the Company in writing, such notice to be received by \_\_\_\_\_ within the 7 day period. Meir further acknowledges that he has carefully read this Release, knows and understands its contents and its binding legal effect. Meir acknowledges that by signing this Release, he does so of his own free will and act and that it is his intention that he be legally bound by its terms.]

8. This Release shall be governed by and construed in accordance with the laws of the State of Israel.
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IN WITNESS WHEREOF, the Parties have executed this Release on the date first above written.

VERINT SYSTEMS LTD.

Meir Sperling

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Date: \_\_\_\_\_

Confirmation:

We hereby confirm that we have read the above Release, agree with its content and undertake as detailed there.

VERINT SYSTEMS INC.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

