

EXHIBIT C

Jacob “Kobi” Alexander Settlement Provisions

- I. Mr. Alexander shall contribute \$60 million to Comverse as follows¹:
 - A. The cash in his brokerage accounts that have been seized and frozen by order of the Federal Court (the “Accounts”) as set forth in paragraph I.G;
 - B. The value of the securities in the Accounts. Securities in the Accounts shall be valued as of December 31, 2009 (the “Valuation Date”). The securities in the Accounts, including shares of Verint Systems, Inc. (“Verint”), Ulticom, Inc. (“Ulticom”), and private equity fund securities (SSB Masters Fund L.P., Private Selection Fund I LLC, Private Selection Fund 2 L.P., and SSB Greenwich Street II LP) (“Private Equity Funds”), shall be valued at the amounts set out in the brokerage account statements as of the Valuation Date;
 - C. The aggregate value of the Accounts as of the Valuation Date, consisting of the amount of cash in the Accounts as of the Valuation Date and the value of the securities as determined under paragraph I.B above, is referred to as the “Account Value”;
 - D. Comverse and Mr. Alexander shall jointly cooperate to cause the following to be released and paid to Comverse: (i) the cash surrender value of Mr. Alexander’s split dollar life insurance policies, (ii) the amount in Mr. Alexander’s Israeli education fund account(s), and (iii) the total amount in Mr. Alexander’s Manager’s Insurance policies (both pension and severance components);
 - E. Comverse and Mr. Alexander shall use their reasonable best efforts, consistent with paragraph I.D, to cause the funds described in paragraph I.D to be received by Comverse on or before June 30, 2010. In the event that any portion of the funds referenced in paragraph I.D is not received by Comverse before June 30, 2010, Mr. Alexander shall pay an equivalent amount to Comverse. To the extent that such funds are subsequently received by Comverse, Comverse shall transfer that amount to Mr. Alexander.
 - i. As an alternative to causing (a) the amount in his Israeli education fund account(s) and/or (b) the amount of his Manager’s Insurance policies (both pension and severance components) (collectively the “Education and Manager’s Insurance Amounts”) to be released and paid to Comverse, Mr. Alexander may elect to transfer the policies and accounts in paragraph I.D to himself, in which case he shall pay to Comverse an amount of equal value. If Mr. Alexander so elects, Comverse will use commercially reasonable efforts to cause

¹ Unless otherwise defined, the capitalized words shall have the meanings set out in the Stipulation of Compromise and Settlement in the following actions: *In re Comverse Technology, Inc. Derivative Litig.*, No. 06 CV 1849 (NGG)(RER) (E.D.N.Y.); and *In re Comverse Technology, Inc. Derivative Litig.*, No. 601272/06 (N.Y. Sup. Ct.).

(a) Mr. Alexander's Israeli education fund account(s), and (b) Mr. Alexander's Manager's Insurance policies (both pension and severance components), to be transferred to Mr. Alexander;

- F. Mr. Alexander shall pay to Comverse the amount by which \$60 million exceeds the Account Value and the amounts received by Comverse pursuant to, without duplication, paragraphs I.D and I.E (the "Balance") on or before June 30, 2010;
- G. Mr. Alexander and his wife Hana Alexander will withdraw and relinquish any claims previously asserted in the Civil Forfeiture Action to the cash and securities in the Accounts, and shall cooperate with all reasonable requests by the Office of the United States Attorney for the Eastern District of New York (the "USAO") regarding the forfeiture of the Accounts. Mr. and Mrs. Alexander will also cooperate with all reasonable requests by the USAO and Comverse regarding the transfer of the Accounts to Comverse as soon as reasonably possible after the Completion Date.² On or before the entry of the Preliminary Order, Mr. and Mrs. Alexander will execute such documents as are necessary to withdraw and relinquish their claims to the cash and securities in the Accounts, and will deliver said documents to the USAO or a mutually acceptable third party, subject to an agreement to hold these documents in escrow until the Completion Date, at which time the parties anticipate the USAO will file the documents as necessary to effectuate the forfeiture of the Accounts and transfer the assets in the Accounts to Comverse;
- H. Following the Completion Date and within ten (10) days after the transfer of the assets in the Accounts to the Class Settlement Fund (the "Transfer Date"), Mr. Alexander or his designee shall pay to the Class Settlement Fund³ an amount equal to the value of the Private Equity Funds as set out in the brokerage account statements on the Valuation Date, less any cash that has been generated between the Valuation Date and the date on which the Private Equity Funds are transferred to Mr. Alexander or his designee (the "Private Equity Purchase Price"). Within forty-eight (48) hours after receipt of the Private Equity Purchase Price, the Class Settlement Fund will transfer the Private Equity Funds (including any securities distributed from the Private Equity Funds in kind) to Mr. Alexander's designee, or, if the USAO does not object, to Mr. Alexander;
- I. After Comverse's receipt of funds pursuant to, without duplication, paragraphs I.A, I.E, and I.F, Comverse shall deposit such funds into the Derivative Settlement Fund. Within forty-eight (48) hours of Comverse receipt of funds pursuant to, without duplication, paragraphs I.A, I.E, and I.F, Comverse shall direct the

² "Completion Date" means the last date on which the appeals from final orders and judgments approving (a) the Federal Derivative Action, (b) the State Derivative Action, and (c) the Shareholder Class Action have expired.

³ "Class Settlement Fund" means the "Settlement Fund" defined in the Stipulation of Settlement in *In re Comverse Technology, Inc. Securities Litigation*, No. 06-CV-1825 (NGG)(RER).

transfer of the funds from the Derivative Settlement Fund into the Class Settlement Fund. Within forty-eight (48) hours after Comverse's receipt of the securities described in paragraph I.B, Comverse shall deposit the securities into the Class Settlement Fund;

- J. Notwithstanding anything to the contrary in the Stipulation, including, Section 3.3.1(j) of the Stipulation, upon the Federal Dismissal, State Dismissal, and the Shareholder Class Action Settlement, but in no event later than June 30, 2010, funds from the Derivative Settlement Fund in an amount equal to the total amounts deposited into the Derivative Settlement Fund pursuant to paragraphs I.E and I.F shall be distributed by the Derivative Settlement Fund to or at the direction of Comverse into the Class Settlement Fund;
- K. All sums deposited into the Derivative Settlement Fund and the Class Settlement Fund shall be held in escrow subject to paragraph VII.
- II. Notwithstanding anything to the contrary in the Stipulation, Comverse, on the one hand, and Mr. Alexander, on the other hand, shall execute releases substantially in the form annexed as Exhibit C-1, releasing each other from any and all claims, known or unknown, from the beginning of the world until the later of the Completion Date or the discontinuance with prejudice of *Comverse Technology, Inc. v. Alexander*, No. 08/600142 (N.Y. Sup. Ct.) ("*Comverse v. Alexander*"). The release executed by Comverse shall include a provision lifting the Order of Attachment with respect to the Alexander Apartments. These releases shall be held in escrow as described below in paragraph VII.
- III. Notwithstanding anything to the contrary in the Stipulation, Comverse covenants (a) not to sue Mr. Alexander, (b) not to cause its subsidiaries (direct and indirect) and affiliates to sue Mr. Alexander, and (c) to use its reasonable best efforts to cause its subsidiaries (direct and indirect) and affiliates not to sue Mr. Alexander, for all claims, known or unknown, from the beginning of the world until the later of the Completion Date or the discontinuance with prejudice of *Comverse v. Alexander*, provided that (i) such covenant shall not affect or impair the ability of any directors, officers, employees, or agents of Comverse who serve on the boards of directors of Ulticom or Verint from taking actions in the exercise of their fiduciary duties as directors thereof and (ii) actions taken in the exercise of such duties shall not constitute a breach of such covenant.
- IV. Mr. Alexander will transfer his equity interest in Starhome to Comverse without additional consideration. On or before June 30, 2010, Mr. Alexander will execute such documents as Comverse reasonably requests to effectuate the transfer of his equity interest in Starhome, and such documents shall be held in escrow as described in paragraph VII.
- V. Notwithstanding anything to the contrary in the Stipulation, Mr. Alexander's settlement of the Federal Derivative Action and the State Derivative Action is conditioned upon the final approval of the settlements of the Derivative Actions, the Class Action, and *SEC v. Alexander*, No. 06-CV-03844 (NGG)(RER) (E.D.N.Y.) ("*SEC Action*"); the

discontinuance with prejudice of *Comverse v. Alexander*; and the occurrence of the Completion Date and the Transfer Date. For the avoidance of doubt, if Mr. Alexander exercises his rights under paragraph 2.23 of the Stipulation entered into in the Shareholder Class Action on or about December 16, 2009 (the "Class Action Stipulation"), then this Stipulation is terminated through no fault of Mr. Alexander subject to paragraph VII.

- VI. Comverse will cooperate with Mr. Alexander to cause the release of liens on the Alexander Apartments to the extent necessary to allow him to mortgage and/or sell such property to generate proceeds net of mortgages, taxes, and brokerage fees and other closing costs ("Net Proceeds") sufficient to fund the amount due under paragraphs I.E, I.F, and I.H and any penalty to be paid in settlement of the SEC Action. Comverse will also cooperate with Mr. Alexander to cause the release of liens on the Alexander Apartments to allow him to sell such property, provided that the Net Proceeds from such sales (the "Additional Apartment Proceeds") are deposited into an escrow account pursuant to a mutually acceptable escrow agreement, and subject to the Order of Attachment previously entered in *Comverse v. Alexander* until the Completion Date. The Additional Apartment Proceeds may be used to satisfy the obligations of Mr. Alexander or his designee under paragraph I.H. Upon the Completion Date, Comverse will release the Order of Attachment and execute, within five (5) business days of being presented with such documents, any and all documents necessary to effectuate the transfer of the remaining Alexander Apartments and the Additional Apartment Proceeds, if any, to Mrs. Alexander. Comverse understands and acknowledges that Mrs. Alexander is relinquishing her claims to the Accounts and the Alexander Apartments based upon and in consideration of Comverse's obligations under this agreement.
- VII. If the Completion Date fails to occur (1) other than by reason of Mr. Alexander's failure to comply with his obligations under the Stipulation or (2) by reason of Mr. Alexander's exercise of his rights under paragraphs 2.21 through 2.26 of the Class Action Stipulation, then funds, securities, and documents held in escrow shall be handled as follows:
- A. Mr. and Mrs. Alexander and Comverse will jointly request that the USAO (or other mutually agreeable third party) return the releases described in paragraph I.G to Mr. and Mrs. Alexander;
 - B. Releases described in paragraph II shall be returned to Mr. Alexander and Comverse, respectively;
 - C. Funds described in paragraphs I.D and I.E, shall be deposited into an escrow account jointly established by counsel for Comverse and counsel for Mr. Alexander at a mutually agreeable federally chartered bank, pending resolution of Comverse's claims against Mr. Alexander and Mr. Alexander's counterclaims against Comverse;
 - D. Funds described in paragraph I.F and I.H, shall be deposited into an escrow account jointly established by counsel for Comverse and counsel for Mr. Alexander at a mutually agreeable federally chartered bank, pending

resolution of Comverse's claims against Mr. Alexander and Mr. Alexander's counterclaims against Comverse. Notwithstanding the above, if any of the funds described in paragraph I.F and I.H were obtained by issuing mortgage(s) on the Alexander Apartments, such funds, and only such funds, may be used to pay down the mortgage(s) on the Alexander Apartments to the extent such mortgage(s) remains outstanding, provided, however, that the Order of Attachment remains in place. Subject to SEC approval and to the extent feasible, funds designated for payment to the SEC shall be treated in accordance with this paragraph VII.D; and

- E. The documents described in paragraph IV shall be returned to Mr. Alexander.