



**EXHIBIT A ORDER FORM  
TO APPENDIX F SUBSCRIPTION SERVICES AGREEMENT  
TO DIR CONTRACT NUMBER DIR-TSO-2986**

This Order Form (“Order Form”) is Exhibit A to the Subscription Services Agreement, Appendix E to the DIR Contract Number DIR-TSO-2986 between **LIVEOPS CLOUD PLATFORM, LLC** and **<<CUSTOMER>>** (“Customer”). This Order Form includes a Service Description (attached hereto as Schedule #1) and other Schedules as may be referenced herein. This Order Form incorporates as if fully set forth herein the terms and conditions of the Agreement, except if modified herein. All defined terms shall have the same meaning as in Appendix E unless otherwise defined herein. This Order Form shall control over any different or additional terms in any purchase order submitted by Customer to LiveOps. The Effective Date of this Order Form is the date fully executed by both parties as evidenced by signatures affixed below. All Pricing shall be in accordance with Appendix C, Pricing Index.

**Subscription Term:** One (1) Year(s) from Service Start Date. Thereafter, this Order Form will renew on a month to month basis unless terminated by either party with at least thirty (30) days prior written notice to the other party.

**Monthly Commitment:** The following Monthly Commitment(s) shall apply to the identified Channel(s) and functionality beginning on the Service Start Date subject to the Additional Terms below:

LiveOps Channels and functionality	Monthly Commitment	Fee Per Unit[1]	Unit
LiveOps Voice (w/ Salesforce CTI)			Per Concurrent/Named User; Per Month
LiveOps Chat & Email			Per Concurrent/Named User; Per Month
LiveOps Social (Facebook, Twitter)			Per Concurrent/Named User; Per Month
Multichannel Bundle			Per Concurrent/Named User; Per Month

**Technical Services** (See the Service Description attached as Schedule #1 for additional details):

STANDARD IMPLEMENTATION SERVICES	FEE [1]	UNIT
LiveOps Voice Implementation		Per-Instance; One-Time
LiveOps Chat & Email Implementation		Per-Instance; One-Time
LiveOps Social (Facebook/Twitter) Implementation		Per-Instance; One-Time
ADDITIONAL IMPLEMENTATION SERVICES	FEE	UNIT
[Add as ordered by Customer]		
A LA CARTE TECHNICAL SERVICES	FEE	UNIT
Technical Services		Per Hour
Speech Recognition IVR		Per Minute
Voice Talent		Per Hour; One Hour Minimum
Recording Studio		Per Hour; One Hour Minimum
PLATFORM FAILOVER SURCHARGE SERVICES	FEE	UNIT
Platform Inbound Time		Per Minute
Platform Outbound Time		Per Minute

**ADDITIONAL TERMS:**

1. **Definitions.** For purposes of this Order Form, the following terms shall have the meanings defined below:
  - 1.1 **“Channel”** means the LiveOps Channels functionality as further defined in Schedule #1.
  - 1.2 **“Concurrent User”** means the maximum number of Users that access the Service concurrently at any time during the (monthly) billing cycle.
  - 1.3 **“Monthly Commitment”** means Customer’s commitment to achieve at least the number of Concurrent Users per month for the specified Channel(s) and features billed on a Concurrent User basis as identified at the beginning of this Order Form.

- 1.4 **“Monthly Recurring Charge”** or **“MRC”** means all fees recurring on a monthly basis under this Order Form including fees based on a Monthly Commitment, but not including variable fees such as fees for overages beyond a Monthly Commitment or fees measured on a per minute or per message basis (except to the extent subject to a monthly commitment hereunder).
- 1.5 **“Named User”** means the number of unique (as identified by login names, provided that no more than one person may use a login name) users that access the LiveOps Voice functionality of the Service at any time under during the (monthly) billing cycle.
- 1.6 **“Platform Services”** means the Platform Service(s) and features identified in Schedule #1 for the services purchased by Customer.
- 1.7 **“Service Start Date”** means the date forty five (45) days after the Effective Date.

- 2. **Technical Services.** LiveOps may provide additional Technical Services, as may be identified in statements of work hereto.
- 3. **Billing and Payment Terms.** Payment shall be in accordance with Section 6C of Appendix A, DIR Contract Number DIR-TSO-2986.
- 4. **Monthly Commitment.** The fees specified herein are based on Customer's commitment to achieve at least the number of Concurrent Users per month as identified in the Monthly Commitment. The Monthly Commitment applies to the Platform Services for the Channel(s) ordered and all features priced on a Concurrent User basis. Payment shall be in accordance with Section 6C of Appendix A, DIR Contract Number DIR-TSO-2986.
- 5. **Order of Precedence.** In the event of conflict between the terms of the Agreement, the Order Form, and/or the terms of the Schedules attached to the Order Form, the following order of precedence (from highest to lowest) shall apply in determining which documents and terms shall control, unless a different order of precedence for a document or a particular term in a document is explicitly agreed upon in a separate document executed by the parties: Order Form; Agreement; Schedules. DIR Contract Number DIR-TSO-2986 and these documents make up the entire agreement. In the event of a conflict, the DIR Contract controls.
- 6. **Effective Date.** In the event Customer duly executes the Order Form by affixing its signature as referenced in below but fails to date such signature, then the date that LiveOps receives the executed Order Form from Customer shall be deemed to be the date the Order Form has been duly executed by Customer. In such case, LiveOps shall be authorized to enter the date of receipt as the date of Customer's signature.

IN WITNESS WHEREOF, the parties' authorized signatories have duly executed this Order Form as of the dates referenced below.

**AGREED.**

**LIVEOPS CLOUD PLATFORM, LLC**

**<<CUSTOMER>>**

Sign \_\_\_\_\_  
 Print \_\_\_\_\_  
 Title \_\_\_\_\_  
 Date: \_\_\_\_\_

Sign \_\_\_\_\_  
 Print \_\_\_\_\_  
 Title \_\_\_\_\_  
 Date: \_\_\_\_\_

**Customer Billing Information (Customer to complete)**

Bill To Name	_____	A/P Phone	_____
Bill To Address	_____	A/P Contact	_____
	_____	A/P Email	_____
Contact Information	_____		
Contact Phone	_____		
Contact Email	_____		

**SCHEDULE #1**  
**SERVICE DESCRIPTION**

<b>IMPLEMENTATION SERVICES</b>	<b>DESCRIPTION</b>
<b>Channel Implementation</b>	
Channel Implementation	A Channel Implementation includes: An estimated number of hours of Implementation Services for the Channel(s) ordered, requirements review, design, user group configuration, basic webinar training, project management, and consulting assistance, as described in more detail in a separate statement of work. For purposes of clarification, a Channel Implementation does not include voice talent or recording studio fees, any materials purchased specifically for Customer's benefit, travel time, or travel expenses, which shall be billed separately. Each Channel Implementation will be invoiced as two separate line items: Channel Implementation and Tenant Creation.
<b>Additional Implementation Services</b>	
Speech Recognition IVR Implementation & Training	Technical Services for initial configuration, training, support, and assistance for Customer to configure and utilize Speech Recognition IVRs. Billed at time and materials rates under a statement of work. Speech Recognition IVR functionality will be billed at the applicable rate identified herein.
<b>PLATFORM SERVICES</b>	<b>DESCRIPTION</b>
LiveOps Channel(s)	<ul style="list-style-type: none"> <li>• <b>LiveOps Voice</b> – Access to inbound and outbound telephony and routing for voice calls, and the ability to deploy interactive voice response applications on the LiveOps Platform.</li> <li>• <b>LiveOps Chat</b> - Access to proactive web chat API in connection with the LiveOps Platform.</li> <li>• <b>LiveOps Email</b> - Access to inbound email integration in connection with the LiveOps Platform.</li> <li>• <b>LiveOps Social</b> – Facebook - Integration of Facebook functionality with the LiveOps Platform. Includes SMS messaging functionality if ordered.</li> <li>• <b>LiveOps Social</b> - Integration of Twitter functionality with the LiveOps Platform. Includes SMS messaging functionality if ordered.</li> <li>• <b>LiveOps Multichannel Bundle</b> - Includes LiveOps Voice, LiveOps Chat &amp; Email, and LiveOps Social functionality as described above.</li> </ul>
Basic Reporting	Access to historical reporting tool on contact center operations. Available to all Concurrent Users billed in connection with a Platform Services.
Live Dashboards	Access to dashboard with live data, refreshed at the standard speed. Available to all Concurrent Users billed in connection with a Platform Services.
Basic Support	Access to support assistance through the LiveOps support portal as further provided in the Availability and Support Addendum. Available to all Concurrent Users billed in connection with a Platform Services.
LiveOps CTI for Salesforce	Integration of LiveOps Voice functionality with compatible third-party desktops, telephony infrastructure and CRM platforms. Includes outbound dial functionality integration with Salesforce.com CRM platform. Incremental fee to the LiveOps Voice Fee when this functionality is requested and/or enabled by Customer. Billed on a monthly basis for LiveOps Voice Concurrent Users, subject to the LiveOps Voice Monthly Commitment.
Engage CRM Integrations	Provides two-way customer data synchronization between Salesforce.com and LiveOps Engage internal CRM. Includes installation of Salesforce.com application to manage synchronization of designated Salesforce.com Contact and Lead records.
Call Flow Authoring	Access to tool enabling the creation of contact flows into contact center and dynamic changes to routing rules. Available to all LiveOps Voice Concurrent Users billed in connection with the Platform Services.
Silent Monitor (Voice Calls)	Enables contact center supervisors to listen to calls in real time, by agent or call type, regardless of supervisor and agent locations. Available to all LiveOps Voice Concurrent Users billed in connection with the Platform Services.

Call Recording	Basic call audio recording, at 8-bit audio, and storage for twelve (12) months (as measured on a rolling basis for each recording beginning with the month of recording). Available for all LiveOps Voice Concurrent Users. Call audio recordings are no longer recoverable after 12 months. Retention of call audio recordings beyond 12 months is subject to mutual agreement and additional fees. Available to all LiveOps Voice Concurrent Users billed in connection with the Platform Services.
<b>A LA CARTE FEES</b>	<b>DESCRIPTION</b>
Technical Services	Technical Services may include, without limitation, site customization, telephony, routing, reporting, fulfillment, account management, training, integration, eLearning course development, engineering, IVR development or configuration, audio engineering. Technical Services may be identified in statements of work. Fee applies only if ordered or used.
Speech Recognition IVR [Voice only]	Speech based call treatment capabilities based on Customer-defined configuration and routing. Billed per second. Technical Services is required to enable this service. Fee applies only if ordered or used.
Voice Talent [Voice only]	Voice talent for audio recordings. Minimum one hour. Fee applies only if ordered or used.
Recording Studio [Voice only]	Recording studio time for audio recordings. Minimum one hour. Fee applies only if ordered or used.