



Appendix F to dir contract number DIR-TSO-2986 SUBSCRIPTION SERVICES AGREEMENT

This LIVEOPS SUBSCRIPTION SERVICES AGREEMENT (the "Agreement") is entered into as of the Effective Date by and between LIVEOPS CLOUD PLATFORM, LLC, a Delaware limited liability company with its principal place of business at 555 Twin Dolphin Drive, 4th Floor, Redwood City, California 94065, USA ("LiveOps") and _____ ("Customer"), a _____ agency within the executive branch of the State of Texas with its principal place of business at _____. The terms of this Agreement shall apply to the use of the hosted contact center infrastructure platform service (the "Service") (as defined below) and to all other services provided by LiveOps under this Agreement ("Services") as such Services are identified on an Order Form or Statement of Work to the Agreement. The terms of the Agreement and any Exhibits, Addenda or Statements of Work are subject to the terms of DIR Contract No. DIR-TSO-2986. The terms of DIR-TSO-2986 shall control over any different or additional terms of any purchase order submitted by Customer. The Effective Date of this Agreement is the date that the Agreement is duly executed by both parties as evidenced by signatures affixed hereto.

1. SERVICE. Subject to the terms set forth herein, LiveOps will provide a hosted contact center infrastructure platform for management of voice communications (via telephony), as well as wireless communications (SMS), chat, email, social network communications, and other non-voice communication methods (the "Service").

2. USE OF THE SERVICE.

2.1 Reservation of Rights. Subject to the limited rights expressly granted by LiveOps hereunder, LiveOps reserves all rights, title and interest in and to the Service and all training materials, diagrams, test plans, message flows, and other materials provided or disclosed to Customer in the course of providing Services, including but not limited to any deliverables provided pursuant to any Statements of Work hereto, (the "LiveOps Materials"), including all related intellectual property rights and all derivatives, enhancements, or improvements thereof. No rights are granted to Customer hereunder other than as expressly set forth herein. As between LiveOps and Customer, all right, title and interest in and to the Service and LiveOps Materials (including intellectual property rights) is owned exclusively by LiveOps. As between LiveOps and Customer, all right, title and interest in and to electronic data or information submitted to the Service by Customer or its Users ("Customer Data") is owned exclusively by Customer, subject to LiveOps' right to use Customer Data in connection with performance of the Service under this Agreement.

2.2 Restrictions. Customer shall not (i) modify, copy, reproduce, distribute, republish, download, display, post or transmit in any form or by any means, including but not limited to electronic, mechanical, photocopying, recording or other means or create derivative works based on the Service or the LiveOps Materials; (ii) frame or mirror any content forming part of the Service; (iii) disassemble, reverse compile, or reverse engineer the Service or the LiveOps Materials (as applicable to such LiveOps Materials); or (iv) access the Service or the LiveOps Materials in order to (A) benchmark against or build a competitive product or service, or (B) copy any ideas, features, functions, or graphics of the Service or the LiveOps Materials.

2.3 Network Operator Conditions. Use of the Service includes the transmission of data over networks (including telecommunication, chat, email and social media networks) operated by third party network operators (individually and collectively referred to herein as "Network Operator"). Customer acknowledges that the Customer's use of the Services may be subject to acceptable usage guidelines, codes of conduct and other terms and conditions imposed by Network Operators in connection with Customer's use of such networks through Customer's use of the Service ("Network Operator Conditions"). If a Network Operator changes any of the Network Operator Conditions and/or the technical standards for the delivery of Service, LiveOps may, notwithstanding Section 17, modify these terms and conditions as applied to such Service upon written notice to and written acceptance by Customer of such modifications as deemed reasonably necessary by LiveOps to maintain consistency with the applicable Network Operator Conditions. Upon LiveOps receipt of a notice of acceptance from Customer, the Agreement, Order Form and/or other terms and conditions between the parties, solely to the extent specified in the notice modification from LiveOps, will be deemed amended and Customer will: (i) comply with such change(s) as of the date stated in the notice; or (ii) request additional time to comply with such change(s), and will suspend any affected program as of the date stated in the notice, until such later

time as Customer can comply with such change(s); or, (iii) immediately cease conducting any project as of the date stated in the notice if Customer cannot or will not comply with any such change(s). Customer acknowledges that it may not be permitted to access or use the Service unless it accepts the modifications in the LiveOps notice. If Customer does not accept the proposed modifications, and Customer's ability to use the Service is materially degraded as a direct result, Customer may immediately cease conducting any project as of the date stated in the LiveOps notice of modification and Customer may immediately terminate this Agreement and receive a refund of any prepaid fees for Services not yet rendered. Customer is solely responsible for ensuring its use of the Service complies with all applicable Network Operator Conditions.

2.4 Users. "Users" of the Service means individuals who are authorized by Customer to use the Service, and who have been supplied user logins and passwords by Customer (or by LiveOps at Customer's request). Users may include but are not limited to employees, consultants, contractors and agents of Customer. Third party Users shall be subject to confidentiality and nondisclosure terms with Customer that are no less protective than the terms in this Agreement, and Customer is responsible for ensuring that such third party Users only use or access the Service or LiveOps Materials, in accordance with the terms and conditions of this Agreement.

2.5 Customer Responsibilities. Customer is responsible for all User activities in connection with the Service, except for activities caused by LiveOps or the Service, and for Users' compliance with this Agreement. Customer shall be responsible for ensuring that all Customer Users workstations and network access comply with then-current LiveOps and Network Operator network requirements. Customer agrees to make reasonable effort to prevent unauthorized access or use of the Service or the LiveOps Materials, and shall notify LiveOps promptly of any such unauthorized access or use. Customer shall use the Service solely for its business purposes unless otherwise agreed to in writing by the parties hereunder, shall notify LiveOps promptly of any unauthorized use of the Service, and shall not: (i) license, sublicense, sell, resell, rent, lease, transfer, assign, distribute, display, host, outsource, disclose time share or otherwise commercially exploit or make the Service or the LiveOps Materials available to any third party, other than to Users or as otherwise contemplated by this Agreement; (ii) send spam or otherwise duplicative or unsolicited messages in violation of applicable laws; (iii) send or store infringing, obscene, threatening, libelous, or otherwise unlawful or tortious material, including material that is harmful to children or violates third party privacy rights; (iv) interfere with or disrupt the integrity or performance of the Service or the data contained therein; or (v) attempt to gain unauthorized access to the Service or its related systems or networks.

LiveOps is not responsible for, and disclaims all liability related to: (i) the contents of any materials posted on or transmitted through the Service by or on behalf of Customer or its Users; (ii) any activities in relation to the Service by or on behalf of Customer or its Users; (iii) electronic attacks by third parties against the Service; (iv) the terms and conditions applicable to any transactions between Customer and third parties; or (v) any Network Operator Conditions. Notwithstanding anything to the contrary, LiveOps may, upon notice to Customer, suspend or terminate any operational aspect of the Service, or prevent access by or to any individual or entity in the event of, and to the extent necessary to prevent or ameliorate: (i) suspension or termination of services by a Network Operator; (ii) material violations of any use of the Service; or (iii) hacking, cracking, phishing, denial-of-service attacks, infection by computer viruses, worms or Trojan



horses, or other activities that threaten computer or data security; or (iv) activities that are unlawful or are otherwise injurious or detrimental to the Service, to LiveOps, to a Network Operator or to Customer. Nothing in the Agreement will be construed to make LiveOps an agent of Customer in collecting or remitting any monies due to or from Customer or Customer's customers, or otherwise have any responsibility or liability in connection with transactions entered into by Customer with its customers or third parties.

2.6 Feedback. LiveOps shall have a royalty-free, worldwide, transferable, sublicenseable, irrevocable, perpetual license to use or incorporate into the Service or LiveOps Materials any suggestions, enhancement requests, recommendations or other feedback provided by Customer or its Users relating to the Service.

3. LICENSES FROM CUSTOMER. Customer grants to LiveOps the non-exclusive, worldwide right to use, copy, transmit and display any trademarks that Customer provides to LiveOps for the sole purpose of including them in Customer's user interface of the Service ("Customer Trademarks").

4. TERM AND TERMINATION. The term of this Agreement shall be as set forth in the Order Form, taken together, as of the Effective Date set forth above. The term of the Service or other offerings set forth in an applicable Order Form hereunder shall commence upon the date of activation of the applicable Service (as identified in an invoice after execution of such Order Form), or as otherwise set forth in such Order Form, and shall continue for the period of time set forth in such Order Form ("Subscription Term") from the Effective Date. Termination shall be in accordance with Section 9B of Appendix A, DIR Contract No. DIR-TSO-2986.

5. BILLING AND PAYMENT. Customer agrees to pay for all services ordered under this Agreement as set forth in the Order Form or a Statement of Work to the Agreement. Except as otherwise provided in an Order Form or a Statement of Work, all fees are nonrefundable and irrevocable. LiveOps' fees are exclusive of all taxes, levies, or duties imposed by taxing authorities (unless otherwise provided on an invoice or an Order Form) and Customer shall be responsible for payment of all such taxes, levies, or duties even if such amounts are not listed on the invoice, Order Form or Statement of Work. As per Section 151.309, Texas Tax Code, Customers under this Contract are exempt from the assessment of State sales, use and excise taxes. Further, Customers under this Contract are exempt from Federal Excise Taxes, 26 United States Code Sections 4253(i) and (j). Customer shall also be responsible for any charge, fine, penalty or debt to a Network Operator incurred by LiveOps as a result of Customer's use of the Service. Payment shall be in accordance with Section 6C of Appendix A, DIR Contract No. DIR-TSO-2986.

6. AVAILABILITY AND SUPPORT ADDENDUM. LiveOps and Customer shall comply with the obligations set forth in the attached Availability and Support Addendum.

7. DATA PROTECTION. LiveOps will maintain industry standard administrative, physical and technical safeguards designed to protect Customer Data against accidental or unlawful disclosure. Customer is responsible for ensuring it properly configures and uses the Service, and takes appropriate measures to prevent unauthorized access to User login credentials. Customer further acknowledges that networks operated by Network Providers may transmit data in an unencrypted format, that such networks might not be appropriate for the transmission of personal or other sensitive information, and that Customer is solely responsible for determining what types of information it exchanges over such networks. LiveOps reserves the right to transfer and store Customer Data anywhere within the United States, and to delete Customer Data upon termination of this Agreement. Upon Customer's reasonable request, but no later than within thirty (30) days after termination of this Agreement, LiveOps shall assist Customer with the

transfer of Customer's Data in the format and for a fee as mutually agreed to by the parties under a separate Statement of Work.

8. REPRESENTATIONS AND WARRANTIES. Each party represents and warrants that it has the power and authority to enter into this Agreement. LiveOps warrants that it will provide the Services in a manner consistent with generally accepted industry standards, provided that Customer's sole and exclusive remedy and LiveOps' sole liability for a breach of the foregoing warranty shall be as set forth in the Availability and Support Addendum.

9. DISCLAIMER OF WARRANTIES. EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN SECTION 8 ABOVE, LIVEOPS HEREBY DISCLAIMS ALL EXPRESS OR IMPLIED REPRESENTATIONS, EXPRESS OR IMPLIED WARRANTIES, GUARANTIES, AND CONDITIONS WITH REGARD TO THE SERVICE, THE LIVEOPS MATERIALS AND THE SERVICES, WHICH ARE PROVIDED "AS IS," INCLUDING BUT NOT LIMITED TO ALL GUARANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, AND QUALITY OF SERVICE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, LIVEOPS DOES NOT REPRESENT OR WARRANT THAT (A) THE OPERATION OR USE OF THE SERVICE WILL BE TIMELY, SECURE, UNINTERRUPTED OR ERROR FREE, OR (B) THE QUALITY OF ANY PRODUCTS, SERVICES OR INFORMATION OR OTHER MATERIALS CUSTOMER PURCHASES OR OBTAINS THROUGH THE SERVICE WILL MEET CUSTOMER'S REQUIREMENTS. EXCEPT AS EXPRESSLY SET FORTH HEREIN, THE SERVICE, THE LIVEOPS MATERIALS, AND THE SERVICES ARE PROVIDED TO CUSTOMER ON AN "AS IS" BASIS.

10. LIMITATION OF LIABILITY. Limitation of Liability shall be in accordance with Section 8K of Appendix A, DIR Contract No. DIR-TSO-2986.

11. CONFIDENTIALITY.

11.1 Under the Agreement, each party may have access to information that is confidential to the other party ("Confidential Information"). Except as authorized by the Texas Public Information Act and other similar laws, Confidential Information shall include Customer's business, customer, and financial information, the Service and any technology used in the providing the Service, the LiveOps Materials and any information that is clearly identified in writing at the time of disclosure as confidential, as well as any written or oral information that, based on the circumstances under which it was disclosed, a reasonable person would believe to be confidential. Notwithstanding the foregoing, Confidential Information shall not include information that is (a) already known to the receiving party prior to the time of the disclosure by the disclosing party, (b) becomes publicly known and made generally available through no action or inaction of the receiving party, (c) is already in the possession of the receiving party at the time of the disclosure by the disclosing party as shown by the receiving party's file and records immediately prior to the time of the disclosure and is not subject to any obligations of confidentiality, (d) is obtained by the receiving party from a third party without a breach of such third party's obligations of confidentiality, (e) is approved for release by written authorization of the disclosing party; or (f) can be shown to have been developed independently by the receiving party without use of or reference to the disclosing party's Confidential Information as shown by documents and other competent evidence in the receiving party's possession.

11.2 The Confidential Information disclosed by either party constitutes the confidential and proprietary information of the disclosing party and the receiving party shall retain such Confidential Information in strict confidence and not disclose to any third parties, except its consultants, employees, attorneys, Board members, and financial advisors who have an obligation to keep such information confidential. Each party agrees to treat all Confidential Information of the other party in the same manner as it treats its own proprietary information, but in no case will the degree of care for treating such information be less than reasonable care. In the event of breach of any of the provisions of this section, the non-breaching party shall



be entitled to seek equitable relief to protect its interests, including but not limited to preliminary and permanent injunctive relief.

11.3 This Section 11 shall not be construed to prohibit disclosure of Confidential Information to the extent that such disclosure is required by law or valid order of a court or other governmental authority; provided however, that a party who has been subpoenaed or otherwise compelled by a valid law or court order to disclose Confidential Information (the "responding party") shall first have given sufficient and prompt written notice to the other party of the receipt of any subpoena or other request for disclosure; and shall have made a reasonable effort to obtain a protective order requiring that the Confidential Information so disclosed be used only for the purposes for which the order was issued. Notwithstanding the foregoing obligation of the responding party, nothing in this section shall limit or restrict the ability of the other party to act on its own behalf and at its own expense to prevent or limit the required disclosure of Confidential Information.

12. **INDEMNIFICATION.** Indemnification shall be in accordance with Section 8A of Appendix A, DIR Contract No. DIR-TSO-2986.

13. **CUSTOMER'S RESPONSIBILITIES.** Customer will comply with all applicable local, state, national and international laws, treaties, regulations and conventions in connection with its use of the Service, including without limitation those related to data privacy, international communications, and the exportation of technical or personal data from locations other than the location from which LiveOps controls and operates the Service. Customer shall, where required by law, inform third parties of the collection, storage or processing of any communications, personal information or other information, to ensure that any required third parties have opted in to such collection, storage or processing, and to otherwise comply with all applicable data protection and privacy law concerning the collection, storage and processing of personal information concerning such third parties. Customer will comply with all applicable Network Operator Conditions. Customer will ensure that any use of the Service by Customer's Users is in accordance with the terms of this Agreement.

14. **FORCE MAJEURE.** Force Majeure shall be in accordance with Section 9C of Appendix A, DIR Contract No. DIR-TSO-2986.

15. **NOTICES.** All notices required hereunder shall be in writing and shall be deemed duly given, if sent by registered or certified mail, return receipt requested to the addresses set forth below, or to such other addresses as either party may designate from time to time by written notice to the other party hereto.

- 1. If to Customer:
At the address set forth on the first page above.
- 2. If to LiveOps:
ATTN: General Counsel
555 Twin Dolphin Drive, 4th Floor
Redwood City, California 94065 USA
With copy to: Chief Financial Officer

16. **PUBLICITY.** With prior written permission, either party may identify the other party as a vendor or customer as applicable on the applicable party's website (pursuant to any logo guidelines provided), in customer/vendor lists, may reference each other in marketing and advertising materials, and may reproduce the other party's company name, logo, trademark, trade name, service mark, or other commercial designations pursuant to any logo or placement guidelines provided. Four weeks after the Effective Date, LiveOps may issue a press release regarding the relationship of the parties hereunder, but must first obtain Customer approval of the content of the press release. Customer may agree that after six months of Service, provided Customer is satisfied with the Service, to act as a Customer reference for LiveOps pursuant to mutually agreed upon contact methods. Except as provided above, each party agrees not to use the other's name, trademarks, trade names, service marks, or issue a press release regarding the Agreement or their relationship without the other party's prior written consent.

17. **MISCELLANEOUS.**
The DIR Contract No. DIR-TSO-2986 and this Agreement constitute the complete Agreement and supersedes any previous oral or written agreements or understanding between or among the parties signing hereunder. In the event of a conflict, the DIR Contract controls. The Agreement may only be amended or modified in a writing signed by authorized representatives of the parties. Assignment shall be in accordance with Section 3D of Appendix A, DIR Contract No. DIR-TSO-2986. Customer agrees that all open invoices shall be paid prior to any consent by LiveOps for an assignment of this Agreement. The Agreement shall be binding upon, and shall inure to the benefit of, the parties' respective successors and permitted assigns. The waiver by either party hereto of any breach of this Agreement by the other shall not be deemed to be a waiver of any other breach thereof. This Agreement is not a joint venture or partnership, and each party is entering the relationship as a principal and not as an agent of the other. LiveOps shall have no obligations to Customer's customers. If any portion of this Agreement shall be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision thereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein. The following Sections shall survive termination of the Agreement: 4, 5, 9, 10, 11, 12, 14, 15, 16 and 17. The captions and headings in this Agreement are strictly for convenience and shall not be considered in any interpretation or construction. Plural includes the singular and vice versa unless the context clearly indicates otherwise. The parties agree that the Agreement will be construed neither against nor in favor of either, but rather in accordance with its fair meaning. This Agreement shall be construed in accordance with the laws of the State of Texas and controlling U.S. federal law. No choice of law rules of any jurisdiction will apply. Enforcement of Contract and Dispute Resolution shall be in accordance with Section 9A of Appendix A, DIR Contract No. DIR-TSO-2986. This Agreement may be executed by facsimile and in any number of counterparts, each of which is to be deemed an original and all of which together constitute one and the same instrument. The Agreement is effective as of the Effective Date. As referenced above, the Effective Date of this Agreement is the date that the Agreement has been duly executed by both parties as evidenced by signatures affixed hereto.

LIVEOPS CLOUD PLATFORM, LLC

Sign _____

Print _____

Title _____

Date _____

("CUSTOMER")

Sign _____

Print _____

Title _____

Date _____