



**APPENDIX G TO DIR CONTRACT NO. DIR-TSO-2986
LIVEOPS AVAILABILITY AND SUPPORT ADDENDUM**

THIS AVAILABILITY AND SUPPORT ADDENDUM (the "Addendum") is an addendum to the LiveOps Subscription Services Agreement (the "Agreement") by and between LiveOps, Inc. and the other contracting party identified in such Agreement (for purposes of this Addendum each such other contracting party is "Customer") with respect to use of the LiveOps hosted contact center platform (the "Service") by Customer. Where applicable, the defined terms in the Agreement shall have the same meaning in this Addendum.

LiveOps commits to maintain 99.9% Availability of the LiveOps Service and make support services accessible on a 24x7x365 basis subject to the terms and conditions of this Addendum and the Agreement.

1. Definitions.

"Available" or "Availability" means, with respect to voice calls, the ability to route and complete such calls through the Service; and, with respect to chat, SMS, email, social networking and other message types supported by the Service, the ability to route messages between the Service and network gateways operated by Network Operators. Any periods of inability to route calls and/or messages due to planned downtime, weekly Maintenance Windows or any of the following shall not be deemed circumstances under which the Service is not Available: (a) Customer or third-party equipment, services, files, data or materials not within the sole control of LiveOps; (b) acts or omissions of Customer that constitute negligence or breach of material obligations under the Agreement; (c) lack of or untimely response from Customer in response to incidents that require Customer's participation for source identification or resolution; (d) acts or omissions of LiveOps at the direction of Customer other than in the normal operation of the Service in accordance with the Agreement; (e) suspension or termination of the Service by LiveOps in accordance with the Agreement (including any Order Form or Statement of Work); and (f) circumstances beyond the reasonable control of LiveOps including outages of networks under the control of Network Operators.

"Business Hour" means an hour within the Normal Operating Hours.

"Designated Contact" refers to the up to three personnel designated by Customer to make support calls to LiveOps pursuant to the paragraph entitled "Error Reporting" set forth below.

"Maintenance Window" means 9:00 p.m. Monday to 12:00 a.m. Tuesday and 9:00 p.m. Wednesday to 12:00 a.m. Thursday, Pacific Standard Time or Pacific Daylight Time.

"Normal Operating Hours" means the time period from 8:00 a.m. to 5:00 p.m., Central Time, Monday through Friday.

"Platform Error" means a failure of the Service to function as intended, which failure would not have occurred but for: (i) insufficient infrastructure capacity; or (ii) improper maintenance; provided, however, that such failure is not attributable to: (a) incorporation or utilization of any third-party technology not provided by LiveOps with the Service; or (b) use of the Service for other than the specific purposes for which it was designed, or an error arising from or related to any other third party whose performance is not the responsibility of Customer. The foregoing subsections (ii) (a) and (ii) (b) of this definition shall be deemed "Non Platform Errors" in the reasonable sole discretion of LiveOps.

"Severity Level Classification" means the severity level assigned by LiveOps to a Customer reported issue according to the severity level definitions below:

i. "Severity 1" means an issue that results in voice calls or chat messages not being completed properly through the Service; or an issue that results in SMS, email, social networking and other message types supported by the Service not being routed between the Service and applicable network gateways.

ii. "Severity 2" means an issue that has an impact on Customer's Users' ability to use certain features or functions of the Service, but does not materially affect Service Availability.

iii. "Severity 3" means an issue that does not materially impact Customer's ability to use the Service and has no material impact on Customer's business operations.

"Target Availability" means an Availability level of 99.9%.

2. Availability. Provided that Customer remains in compliance with the Agreement and current in its undisputed payment obligations to LiveOps, LiveOps will maintain Target Availability of the Service with respect to licensed communication channels in accordance with the terms of this Addendum and the Agreement. Availability is measured as follows for each calendar month: (a) with respect to voice calls, one (1) minus (the number of minutes that the Service is not Available for voice calls during the calendar month / the total number of minutes during the calendar month); (b) with respect to communication channels other than voice, one (1) minus (the number of minutes that the Service is not Available for messages of licensed non-voice communication channels during the calendar month / the total number of minutes during the calendar month).

3. Remedies.

3.1 Credits. If LiveOps falls below Target Availability with respect to voice calls in any calendar month, the following discount schedule will apply:

Availability	Credit Applied to Invoice
99.90%-100%	0%
99.70%-99.89%	1%
99.50%-99.69%	2%
99.30%-99.49%	3%
99.10%-99.29%	4%
Below 99.1%	5%

Customer is required to notify LiveOps of its request for Credit promptly but in any event no later than within thirty (30) days of receipt of the invoice covering the calendar month for which the Credit applies. In the event that the Customer invoice is not issued on a calendar month basis, then the applicable credit may be applied on a pro-rata basis to the invoices covering the calendar month for which the credit applies. Upon acceptance by LiveOps, the Credit will be applied to all recurring charges on the relevant invoice. In the event that LiveOps accepts Customer's request for Credit, LiveOps will reflect any acceptable Credit on a subsequent invoice issued by LiveOps no more than sixty (60) days following LiveOps' acceptance of the Credit request.

3.2 Capacity Management. The System Availability provisions set forth in this Addendum apply only to the extent Customer does not exceed Committed Capacity. The Committed Capacity means the maximum number of simultaneous callers active on the Service and associated application resources that have an impact on the overall Service. The initial Committed Capacity will be mutually agreed upon by LiveOps and Customer a minimum of ninety (90) days prior to launch. The Committed Capacity must include at a minimum the estimated call volume, call duration, and peak hours per application. LiveOps will use commercially reasonable efforts to provide additional Service capacity in excess of Committed Capacity, but the terms of this Addendum will not apply to any such additional capacity, and the inability to provide additional capacity will neither constitute a breach of nor trigger remedies under this Addendum or the Agreement. Customer may, upon thirty (30) days' prior written notice to LiveOps, request to increase the Committed Capacity. To the extent it is technically feasible to do so within LiveOps' reasonable discretion, LiveOps will provision any increase in Committed Capacity within ninety (90) days of



Customer's request, provided that such increase will be provisioned on a timeframe reasonably determined by LiveOps.

3.3 Platform Error and Maintenance Reporting.

(i) Subject to the terms of this Addendum, LiveOps agrees to provide notice to Customer, via email sent to an email distribution list provided by Customer ("Customer's Designated Email Distribution List") of any known Platform Errors (as defined below), such notice to be provided by LiveOps as soon as practicable upon LiveOps becoming aware of any such Platform Error.

(ii) Scheduled Maintenance: LiveOps shall provide two weeks' notice to Customer, via email to Customer's Designated Email Distribution List, of any planned downtime during any Maintenance Window.

(iii) Emergency Maintenance: LiveOps shall provide notice to Customer, via email sent to Customer's Designated Email Distribution List, of any emergency maintenance window (outside of the normal Maintenance Window) as soon as reasonably practicable.

(iv) Customer's Designated Email Distribution List: It is Customer's sole responsibility to provide the Customer Designated Email Distribution List to LiveOps prior to commencement of any Services under this Addendum. The Customer Designated Email Distribution List provided by Customer shall be used by LiveOps for notification under the provisions of this Section 3.3. Customer shall be responsible for keeping Customer's Designated Email Distribution List current during the term of the Agreement.

3.4 Sole and Exclusive Remedy. The Credit described in this Section 3 and the right to terminate, if applicable in accordance with the termination provisions of the Agreement, shall be Customer's sole and exclusive remedy and LiveOps' sole and exclusive liability for any Platform Errors and any breach of the obligations set forth in this Addendum.

4. Support.

4.1 Error Reporting

Customer must report issues or errors by sending email to losupport@liveops.com. Customer's report must include Customer's reasonable good faith assessment of the appropriate Severity Level Classification for the issue. Notwithstanding the foregoing, if Customer believes that the issue is urgent, and provided that Customer believes that the issue is Severity 1 or Severity 2, Customer may also phone their LiveOps' support representative during Normal Operating Hours, or leave a voicemail message (outside of Normal Operating Hours). If the issue occurs outside of Normal Operating Hours or if the support line is not answered by a live person during Normal Operating Hours, then the Designated Contact may contact the support hotline as provided in the Customer Support Center Handbook (which shall be provided to Customer upon execution of the Agreement). The support hotline will be staffed at all times (unless notice is otherwise given). Customer may also request escalation of an issue which Customer reasonably believes is Severity 1 via the support hotline.

4.2 Trouble Tickets and Response Time Targets

For each issue reported by email as described in Section 4.1 above by Customer's Designated Contacts ("Error Report"), LiveOps shall acknowledge receipt of the Error Report to Customer no later than within one (1) hour of receipt of Customer's email report. All communications shall be via email except in the case of issues that after initial reporting are determined to require telephone communications for troubleshooting and correction. Upon receipt of Customer's Error Report, LiveOps will open a trouble ticket, initiate communications with Customer, and initiate actions to assign a Severity Level Classification. LiveOps will assign technical resources to address and resolve the problem according to the Response Expectation Process below:

4.3 Response Expectation Process:

Severity 1: LiveOps shall assign a Severity Level Classification to issues identified by Customer as Severity 1 within two (2) hours of receipt of Customer's Error Report. For issues classified by LiveOps as Severity 1, LiveOps shall apply immediate technical resources and all commercially reasonable efforts to resolve the issue. Efforts shall continue until the problem is resolved.

Severity 2: LiveOps shall assign a Severity Level Classification to issues identified by the Customer as Severity 2 within two (2) Business Hours of receipt of Customer's Error Report if received during Normal Operating Hours or, if received outside of Normal Operating Hours, within two (2) Business Hours following the first resumption of Normal Operating Hours. For issues classified by LiveOps as Severity 2, LiveOps shall make all commercially reasonable efforts to resolve the issue, either by permanent solution or temporary fix, within five (5) business days.

Severity 3: LiveOps shall assign a Severity Level Classification for issues identified by the Customer as Severity 3 within two (2) business days of receipt of Customer's Error Report. LiveOps will assign technical resources on an as available basis to address the problem.