

**LIVEPERSON – TENFOLD SERVICES
SERVICES AGREEMENT**

By executing the order form or other ordering document (“Order Form”) provided to you and your company (“Company”) by LivePerson (defined below), Company agrees to be bound by the terms of this agreement (the “Agreement”).

As used herein, LivePerson means either (i) LivePerson, Inc. (on behalf of itself and its affiliates, collectively, “LivePerson”), a Delaware Corporation, having its principal place of business at 530 7th Avenue, Floor M1, New York, NY 10018, or (ii) a LivePerson authorized reseller. The parties agree that “LivePerson” as used throughout the Agreement below shall include, as applicable, the authorized reseller or LivePerson. For the purposes of this Agreement, affiliates shall mean controlling, controlled, or commonly controlled by LivePerson Inc. Effective July 1, 2020, any new or any existing agreements entered into between Company and a LivePerson affiliate shall now be contracted with LivePerson, Inc., even if such Company is located in a Territory outside the United States or Canada.

Applicable to Agreement(s) executed by Company whose billing address is located outside the United States or Canada: You acknowledge that clicking “I Agree” is a valid electronic signature in accordance with the EU Directive on Electronic Communications 2000 and the UK Electronic Communications Act of 2000 and that you are creating a binding contract. You represent that your name is the name included in the registration process and certify that you are the signatory. You further acknowledge that this contract is being concluded in the Netherlands. The terms set forth in the Registration Process, as applicable, together with the terms of this Agreement, collectively referred to herein as the “Service Terms.”

In consideration of the mutual agreements contained herein and intending to be legally bound hereby as of the date that Company and LivePerson have mutually executed the applicable Order Form (the “Effective Date”), Company and LivePerson agree as follows:

1. **Fees and Payments.** Company agrees to pay the fees for the applicable professional consulting, technical and customer support services (“**Professional Services**”) and the hosted services (“**Hosted Services**” and, together with the Professional Services, the “**Services**”) identified on mutually executed order form(s) (“**Order Forms**”) and/or mutually executed statements of work (“**SOW**”), in accordance with the payment terms in this Agreement. Invoicing for Hosted Services will be as set forth in the applicable Order Form. LivePerson may add a one and a half percent (1.5%) monthly service charge or the highest amount permissible by law on all outstanding balances, whichever is less. Such service charge is in addition to the overdue balance. LivePerson shall be entitled to any costs of collecting any amount past due hereunder, including reasonable attorneys’ fees. All fees are exclusive of, and Company is responsible for paying, applicable federal, state and local sales, use, excise, value added, goods, services, and other applicable taxes other than taxes on the net income of LivePerson. Company shall pay or reimburse LivePerson for any such taxes and LivePerson may add any such taxes to invoices submitted to Company by LivePerson. Company shall gross up any payments to compensate for any withholding taxes payable.

2. **Term.** This Agreement shall commence on the Effective Date and continue for so long as any Order Form is in place (the “**Term**”).

3. **Termination.** Either party may terminate this Agreement immediately upon written notice to the other party in the event such other party has committed a material breach of this Agreement that remains uncured thirty (30) days after initial written notice of such breach. Upon termination, Company shall promptly remove all LivePerson related materials, tags and code placed on Company’s websites and applications. In the event of (i) Company’s breach of Section 6, LivePerson may terminate this Agreement immediately upon notice to Company, or (ii) if either party (a) holds any meeting with or proposes to enter into or has proposed any arrangement or composition with its creditors (including any voluntary arrangement as described in the Insolvency Act 1986); (b) has a receiver, administrator, or other encumbrancer take possession of or appointed over or has any distress, execution or other process levied or enforced (and not discharged within seven (7) days) upon the whole or substantially all of its assets; or (c) ceases or threatens to cease to carry on business or becomes unable to pay its debts within the meaning of Section 123 of the Insolvency Act 1986; (d) something having a substantially similar effect to (a) or (c) occurs in connection with either party under the law of the applicable jurisdiction, then in any such event, the other party shall have the right to terminate this Agreement with immediate effect upon written notice.

4. **Use of Brands; Marketing.** Company agrees that LivePerson may use Company’s name, trade name, trademarks, service marks and icons (collectively, the “**Brands**”) to operate, promote, and provide the Services and LivePerson may identify Company’s name and logo as a LivePerson customer on LivePerson’s website and on any other promotional materials. All use of a party’s Brands by the other party shall inure to the benefit of the party owning the Brands and such owning party shall be the sole party entitled to register its Brands. In the event that a party notifies the other party of any incorrect usage of its Brands, the notified party shall promptly correct such usage.

5. **Services; License Grant; Restrictions.**

5.1 LivePerson will provide the Company with the applicable Services identified in the Order Form. In the event of a conflict between the terms in this Agreement and the terms in an Order Form or SOW, the terms in the Order Form or SOW shall control.

Subject to Company’s obligations herein, LivePerson hereby grants to Company during the Term of this Agreement a limited, revocable, non-exclusive, non-transferable, non-sub licensable license to (a) access and use the Hosted Services and any software provided by LivePerson, including LivePerson’s APIs, in the applicable Territory to access and use the Hosted Services, solely for purposes of communicating with, engaging with and/or delivering offers, support and assistance to, visitors and end users of, Company’s website(s), mobile applications and other online platforms (the “**Visitors**”); and (b) use any Professional Services deliverables solely in connection with the applicable Hosted Service referenced in the applicable Order Form or SOW.

For the avoidance of doubt, use of the APIs and/or related material is governed by the information

in the associated README file. In the event that an Order Form or SOW related to a Service includes additional license restrictions related to such Service, such additional license restrictions shall apply with respect to such Service. All rights not expressly licensed to the Company hereunder are reserved to LivePerson, including without limitation all ownership and proprietary rights in LivePerson's technology and the Services. Company acknowledges and agrees that Company's rights in and to LivePerson's Intellectual Property (as defined in Section 8 below), including its technology and Services, are limited to the license rights set forth in this Section 5.2. Company will not claim ownership or proprietary rights in LivePerson's technology or Services. As used herein "**Territory**" shall mean (i) the United States and Canada, if Company's Corporate Address is located within the United States or Canada; or (ii) the entire world less the United States and Canada, if Company's Corporate Address is located outside of the United States or Canada. Territory shall not include any sanctioned countries as determined by OFAC, as updated from time to time or a country subject to governmental or regulatory technology infrastructure limitations. Notwithstanding the foregoing, Company is expressly prohibited from utilizing the Hosted Services and LivePerson's Intellectual Property in violation of any export control laws.

6. Use of the Services.

6.1 Company agrees that it will not (a) modify, copy, decompile, disassemble or reverse engineer, or cause any other party to modify, copy, decompile, disassemble or reverse engineer, LivePerson's software, technology, LivePerson's Intellectual Property, or Services; (b) sublicense any of LivePerson's Intellectual Property to third parties or sell, resell, rent, sublicense or lease the Services to third parties;

(c) use the Services to store or transmit malicious code; (d) interfere with or disrupt the integrity or performance of the Services, LivePerson operations, or third-party data contained therein either directly or using third party technology; (e) alter, copy, move or delete any tags or code placed as part of the Services except as provided for in Section 3; (f) place tags provided by LivePerson on website pages not pre-approved by LivePerson in writing; (g) misappropriate any of LivePerson's software, technology or other services; (h) use or permit, enable or assist any third party to use, the Services to create competing products or services; or (i) use the Services in combination with equipment that has the capacity to store and/or produce telephone numbers to be called, using a random or sequential number generator, and dial such numbers. Without limiting the foregoing, in the event of any change, modification, extension or correction thereof, Company hereby irrevocably assigns to LivePerson any and all rights it may be deemed to have in any such change, modification, extension or correction, and agrees to execute all documents necessary to implement and effect such assignment. To the extent that Company is unavailable or unwilling to execute such documents, then Company hereby appoints LivePerson as its attorney in fact for the purpose of executing the foregoing assignment. Company shall not, or enable anyone else to, (1) misappropriate any of LivePerson's software, technology, or Services, or (2) modify, use, or permit, enable or assist any third party to use the Services to create competing products or services.

6.2 LivePerson agrees that it will use industry standard means designed to prevent the

introduction of any Malware into the Services. As used herein, “Malware” means “time bombs,” time-out or deactivation functions or other means designed to terminate the operation of the Services, other than at the direction of the user and other than disabling code used to terminate the Services in accordance with the termination rights included herein; “back doors” or other means whereby LivePerson or any other party may remotely access and/or control Company’s internal networks without Company’s express authorization; functions or routines that will surreptitiously delete or corrupt data in such a manner as to interfere with the normal operation of Company’s internal network; or computer viruses or malicious code.

7. Company’s Compliance with Laws and Terms.

- 7.1** Company shall (a) as required by Applicable Law (as defined below), provide requisite notice to its Visitors, employees, contractors and agents in Company’s privacy policy and/or any other notice required by Applicable Law regarding how data will be used and shared with LivePerson as a downstream processor, and obtain and maintain valid prior express consent allowing LivePerson to process Visitor and Company employee, agent, and contractor data within the scope of the applicable Order Form or SOW and as required for use of LivePerson’s technology, including without limitation, with LivePerson’s monitoring features, pixel tags, cookies, or similar technologies in the Services to enable LivePerson to compile metrics and analytics to improve the Services, including the use of this data to train LivePerson’s natural language algorithm and large language models (LLM) after having employed state-of-the-art anonymization techniques; (b) not use the Services for unlawful, obscene, offensive or fraudulent content or activity, such as advocating or causing harm, interfering with or violating the integrity or security of a network or system, evading filters, sending unsolicited, abusive or deceptive messages, viruses or harmful code, or violating third party rights; (c) be responsible for its employees, contractors and agents that use the Services provided hereunder; (d) use the Services in compliance with all Applicable Laws, expressly including using or offering the Services in such a way that LivePerson is allegedly in violation of Applicable Laws; and if Company elects to use SMS or other messaging functionality, comply with all legal and wireless carrier requirements related to its use of SMS or other messaging functionality, including, but not limited to obtaining and maintaining valid consumer consent to send and receive messages. For purposes of this Agreement, “Applicable Law” shall mean all laws, rules, regulations, treaties (and similar governmental obligations), including local, national and multinational, that are applicable to the party as the context requires, including industry requirements.
- 7.2** If there is a Claim filed against Company or LivePerson, or if regulatory fines or penalties are imposed on LivePerson arising out of or relating to Customer’s use of the Hosted Services or Customer’s failure to use the Hosted Services in compliance with Applicable Laws, and if LivePerson cannot provide the Hosted Services to Company as a result of such Claim and/or regulatory fines and/or penalties, LivePerson will meet and confer with Company prior to suspending Company’s access to LivePerson’s Services. LivePerson may suspend Company’s access to the Services, in whole or in part, with prior notice to Company if (i) Company uses the Services in contravention of this Agreement and/or an applicable Order Form or SOW; (ii) such action is necessary to address emergency

network repairs; or (iii) upon any legal, regulatory or governmental prohibition or limitation affecting the Services. LivePerson will promptly restore the suspended Services after the

condition producing the suspension has been rectified to LivePerson's reasonable satisfaction. LivePerson will not be liable to Company or any third party for any damages, expenses or losses incurred as a consequence of any such suspension.

8. Intellectual Property Rights. Company shall retain all rights to the intellectual property provided to LivePerson by Company, including all of its rights to its Brands, technologies, trade secrets, know how, and other intellectual property created by Company, including without limitation any modifications, enhancements and derivatives thereof (but specifically excluding any of LivePerson's Intellectual Property). LivePerson shall retain all rights to the Services and software (including without limitation any materials or code provided as part of the Professional Services), Brands, technologies, information, trade secrets, know how, intellectual property, information and data generated by LivePerson or LivePerson's systems, whether pre-existing, or created after the Effective Date, including any modifications, enhancements and derivatives thereof (including, without limitation, metrics, data and information generated by such Services and software) (collectively, "LivePerson's Intellectual Property"). No implied licenses are granted herein. To the extent that Company provides any verbal, or written ideas, suggestions, product request, or feedback to LivePerson with respect to the Hosted Services ("**Feedback**"), the Company assigns and transfers to LivePerson all rights and interest in the Feedback, including any derivatives of such Feedback.

9. Confidential Information. LivePerson and Company understand and agree that in connection with the negotiation and performance of this Agreement, each party may have had or have access to or may have been or be exposed to, directly or indirectly, private or confidential information of the other party that the receiving party reasonably should know is confidential ("Confidential Information"), which may include without limitation, trade secrets, computer programs and code, scripts, algorithms, features and modes of operation, inventions (whether or not patentable), techniques, processes, methodologies, schematics, testing procedures, software design and architecture, design and function specifications, analysis and performance information, documentation, details of its products and services, as well as names and expertise of, and information relating to, vendors, employees, consultants, customers and prospects, know-how, ideas, and technical, business, pricing information, financial and marketing information and strategies. Each party (on its behalf and on behalf of its subcontractors, employees or representatives, or agents of any kind) agrees to hold and treat all Confidential Information of the other party in confidence and will protect the Confidential Information with the same degree of care as each party uses to protect its own Confidential Information of like nature, but in any case no less than a reasonable standard of care. The Confidential Information will not, without the prior written consent of the other party, be disclosed to any third party except that the receiving party may disclose the Confidential Information or portions thereof to (a) its directors, officers, employees, agents and representatives on a need-to-know basis; (b) its vendors or subcontractors on a need-to-know basis and under confidentiality obligations no less restrictive than those contained herein; or (c) as may be required by law, applicable regulation or judicial process, provided, however, that if the receiving party is required to disclose such Confidential Information under this Section 9, the receiving party shall promptly notify the disclosing party of such pending disclosure and consult with the disclosing party prior to such disclosure as to the

availability and advisability of seeking a protective order or other means of preserving the

confidentiality of the Confidential Information. Notwithstanding anything contained herein to the contrary, Confidential Information does not include any information that (i) at the time of the disclosure or thereafter is lawfully obtained from publicly available sources generally known by the public (other than as a result of a disclosure by the receiving party or its representative); (ii) is available to the receiving party on a non-confidential basis from a source that is not and was not bound by a confidentiality agreement with respect to the Confidential Information; or (iii) has been independently acquired or developed by the receiving party without violating its obligations under this Agreement or under any Applicable Law. If certain government departments and regulatory, statutory, and other entities (collectively, "Regulatory Bodies") require government disclosures or request information regarding Company, LivePerson agrees to provide such access as is referred to in this Section and all such other access, information and assistance as such Regulatory Bodies properly require in order to fulfill such requirements to the extent permitted by law and shall notify Company of the request prior to disclosing such information to Regulatory Bodies. This Section shall supersede any previous agreement relating to confidential treatment and/or non-disclosure of Confidential Information; provided, however, that any information disclosed pursuant to that earlier agreement shall be deemed Confidential Information and protected under the terms of this Agreement as if this Agreement had been in place at the time of such disclosure. Subject to Section 15 below, upon termination or expiration of this Agreement and upon the disclosing party's written request, the other party shall return or destroy such party's Confidential Information in its possession.

10. Warranties. Each party represents and warrants to the other party that: (a) the signatory signing this Agreement on its behalf has the right to sign this Agreement; (b) this Agreement does not and shall not conflict with any other agreement entered into by it; and (c) to the best of its knowledge, it owns (or has been duly licensed to use) all rights in its Brands required in order to grant the licenses granted herein. Except for the foregoing warranties, and to the fullest extent permissible under applicable law, both parties (and LivePerson on behalf of its third party suppliers) disclaim all representations and warranties, expressed or implied, concerning or related to this Agreement, all Orders Forms and SOWs, including but not limited to any express or implied warranty of merchantability or fitness for a particular purpose. LivePerson does not warrant, guarantee or make any representations regarding the use, the results of the use or the benefits of the services, or any information contained therein or otherwise provided pursuant to this Agreement. LivePerson personnel are not authorized to make any expansion, modification or addition to this limitation or the exclusion of warranties in this Agreement. In the event of any breach of the warranties contained in this Agreement (save for any fraudulent misrepresentation), the sole and exclusive liability of the breaching party shall be to use commercially reasonable efforts to promptly correct such breach.

11. Limitation of Liability.

11.1. Exclusion of Consequential Damages. In no event shall either party be liable for any indirect, incidental, consequential, special, or punitive damages, or for any damages for lost profits, loss of use, loss of goodwill, loss of business, loss of revenue, or loss of data, arising out of or in relation to this Agreement or the Services. Neither party shall be liable for any acts or omissions of third parties not under its direct control. LivePerson shall not be liable for any third

party services, code, technology, Third Party Offerings, policies, procedures, or products. In the

event that Applicable Law does not allow the limitation of liability as set forth above, this limitation will be deemed modified solely to the extent necessary to comply with Applicable Law.

11.2. Limitation of Liability. In no event shall either party be liable for any cause or claim whatsoever arising out of or related to this Agreement, including the performance of its indemnification obligations herein in excess of the amounts LivePerson has been paid hereunder during the twelve (12) month period immediately preceding the date on which the cause of action arose.

11.3. Exceptions. The foregoing limitations will not apply to (a) any payment obligations contained in Section 1, or (b) either party's breach of Section 6. All of the limitations contained herein will also apply to LivePerson's third party suppliers.

11.4. Exceptions cont. In the event that Applicable Law does not allow the limitation of liability as set forth above, this limitation will be deemed modified solely to the extent necessary to comply with Applicable Law. The foregoing limitations and exclusions will apply regardless of whether the cause of action arises in contract, in tort or otherwise and notwithstanding the failure of the essential purpose of any remedy or negligence.

12. Indemnity.

12.1 Company Indemnification. Subject to the provisions of Section 12.3 below, Company shall defend and pay the defense costs, indemnify, and hold harmless LivePerson, and its officers, directors, and employees, against all costs, expenses, losses, and damages (including reasonable attorneys' fees) awarded by a court of competent jurisdiction to a third party for third party claims against LivePerson based on (i) allegations that Company's intellectual property, data, or content provided to LivePerson infringes such third party's registered patents, copyrights or trademarks issued within the applicable Territory as of the Effective Date or (ii) Company's failure to comply with its obligations in Section 7, including Company's failure to comply with Applicable Laws in such a way that LivePerson is allegedly violating Applicable Laws or (iii) any claims or threats made by any Visitors related to Company's website(s), application(s), products and/or services or Company's interactions with such Visitors (excluding any claims arising from LivePerson's breach of its obligations herein); or (iv) regulatory fines and/or penalties imposed on LivePerson as a result of Company's failure to comply with Applicable Laws. The indemnification set forth in this Section 12.1 is Company's entire liability, and LivePerson's sole and exclusive financial remedy, for such third party Claims (defined below).

12.2 LivePerson Indemnification. Subject to the provisions of Section 12.3 below, LivePerson shall defend and pay the defense costs, indemnify, and hold harmless Company, and its officers, directors, and employees against all costs, expenses, losses, and damages (including reasonable attorneys' fees) awarded by a court of competent jurisdiction to a third party for third party claims against the Company based on allegations that the Hosted Services infringe such third party's registered patents, copyrights or trademarks within the applicable Territory as of the Effective Date. LivePerson's indemnification obligations shall not apply to the extent that the

Claim (defined below) arises from (a) Company's modification of the Hosted Services, (b)

Company's operation or use of the Hosted Services in combination with other Company or third party technology, (c) modifications to the Hosted Services made by LivePerson at Company's direction or in accordance with specifications provided by Company, (d) the acts or omissions of Company, or any of its officers, directors, employees, consultants or agents. The indemnification set forth in this Section 12.2 is LivePerson's entire liability, and Company's sole and exclusive financial remedy, for third party Claims.

12.3 Indemnification Procedure. The indemnification obligations hereunder are condition on the indemnified party (i) promptly notifying the indemnifying party of any such Claim of which it becomes aware, *provided, that*, the indemnifying party will be relieved of its indemnification obligations hereunder to the extent any delay in providing such notice materially prejudices the indemnifying party's ability to defend such Claim; (ii) providing reasonable cooperation to the indemnifying party at the indemnifying party's expense in connection with the defense or settlement of any such Claim; (iii) granting sole control of the defense and settlement of such Claim to the indemnifying party, provided, however, that no settlement will obligate or impose liability on any indemnified party in any way without the written approval of the indemnified party, including without limitation, any determination or admission regarding any indemnified party's interest. The indemnified party may participate at its own expense in the defense of any such Claim, provided that such participation is not disruptive to the indemnifying party's defense of the Claim. In the event of an infringement Claim under 12.2 above, LivePerson may at its sole options and expense, (x) replace or modify the Services with substantially equivalent services or replacement services so that the Services are no longer infringing, or (y) obtain for Company the right to continue using the Services, or if in LivePerson's sole discretion neither (x) nor (y) is commercially feasible, (z) terminate the applicable Services and reimburse Company for any prepaid but unused Services as of the date of termination. A "**Claim**" as used herein means any action brought against an indemnified party in respect of any allegation for which indemnity may be sought pursuant to Section 12.1 and 12.2, respectively.

13. Force Majeure. Neither party shall be liable to the other for any delay or failure in the performance of this Agreement or for loss or damage of any nature whatsoever suffered by such party due to disruption or unavailability of communication facilities, utility or Internet service provider failure, acts of war, acts of terrorism, pandemic events, acts of God, acts of vandalism, lightning, fire, strike, unavailability of energy sources or any other causes beyond the party's reasonable control.

14. Scheduled Maintenance and Enhancements. During the Term of this Agreement, LivePerson will provide Company at no additional cost, and Company shall accept, all patches, fixes, and standard new releases of the Hosted Services made generally available by LivePerson during LivePerson's scheduled maintenance window outlined in its support policy [here](#) (collectively, "**Scheduled Maintenance**"). Non-standard upgrades and optional product enhancements, such as separate LivePerson products, integration work, customization and non-standard features, may be made available for an additional fee.

15. **Data Storage.** Company has the ability to access and export conversation transcripts generated by the Hosted Services hereunder for up to thirteen (13) months after the conversation occurs (the “**Storage Period**”) via the customer dashboard at no additional fee. Company may request that such transcripts be exported in a readable XML or comparable format during the Storage Period and provided to the Company for an additional fee.

16. **Notice of Laws.** Company shall ensure that its implementation and use of the Services complies with all Applicable Law, and shall inform LivePerson if such compliance requires any modification to LivePerson's standard Services offerings. Upon Company's request, LivePerson will endeavor to support Company's specific requirements for compliance with Applicable Laws and regulations, and any modification to LivePerson's standard Services offerings requested or required by Company may require additional Professional Services work by LivePerson and/or additional fees.

17. **Third Party Offerings.** From time to time, plug in or add-on services, including third party services and third party offerings that integrate or interoperate with the Services (“**Third Party Offerings**”) may become available and by using the Hosted Services, Company authorizes LivePerson to include Company in other LivePerson networks, offerings, and services to connect Company with consumers to generate leads, improve Company's customers experience, and facilitate transactions between Company and its consumers. By using a Third Party Offering, Company (i) agrees such use may be subject to additional product and third party terms available at https://www.liveperson.com/policies/additional_product_and_third_party_application_terms/; (ii) authorizes sharing its data between LivePerson and the third-party provider; and (iii) acknowledges that Company's agreement with the third-party provider governs the Third Party Offering including de(activation), and the third party's use of Company Confidential Information. In addition, if required by a government regulator, court order or similar legal authority, Company agrees that LivePerson may delete specified user data associated with the Services in order to comply. With respect to Company's or third parties' technologies or services used or integrated with the Services (including Third Party Offerings), Company or the applicable third party will be and remain solely responsible for their respective services, technologies and personnel, and all matters related thereto. Except as expressly warranted in this Agreement, all such Third Party Offerings are provided “as is” and LivePerson hereby disclaims all representation, warranties, and other terms and conditions with regard to such Third Party Offerings, whether express, implied or statutory, including all warranties and conditions of satisfactory quality, merchantability, fitness for a particular purpose title and non-infringement. Without limiting the foregoing, Company acknowledges that the third party providers of any such Third Party Offerings are solely responsible for such Third Party Offerings, including the uptimes and availability thereof, and LivePerson will have no liability for any unavailability or delays related to any Third Party Offerings.

18. Early Release Services. From time to time, LivePerson may make additional products, features, or functionalities designated as beta, alpha, pilot, trial, early access, evaluation or by a similar description ("**Early Release Services**") available to Company. Company may elect to use such Early Release Services, subject to, if any, additional Early Release terms and conditions available at <https://www.liveperson.com/policies/earlyadopterterms/> ("**Early Release Terms**") , in its sole discretion. Early Release Services are not considered "Hosted Services" or "Services" under this Agreement; however, all restrictions, LivePerson's reservation of rights, and Company's obligations contained in this Agreement shall apply equally to Company's use of Early Release Services, unless otherwise set forth in the Early Release Terms, if any. Unless otherwise set forth in the applicable Early Release Terms, LivePerson shall have no liability for any harm or damage arising out of or in connection with Early Release Service and such Early Release Services are provided as-is without any warranties of any kind, including, but not limited to any assurances of legal sufficiency.

19. Notices. Unless and to the extent otherwise set forth in an Order Form, all notices shall be in writing and shall be sent by certified mail, return receipt requested, as well as a copy by email to the respective contact at the other party on the Order Form (and when being sent to LivePerson an additional copy to legal@liveperson.com). Notices to Company shall be sent to the address set forth on the applicable Order Form(s). Notices to LivePerson shall be sent to LivePerson, Inc., Attn: General Counsel, 530 7th Avenue, Floor M1, New York, NY 10018. The effective dates of such notice shall be (1) upon evidence of a successful facsimile transmission; (2) five days following the date of mailing for certified or registered letters; or (3) two days following the date sent for overnight letters. The above addresses may be changed at any time by giving prior written notice as above provided. For the avoidance of doubt, any notices of termination or non-renewal must be sent via email to: Cancellations-lp@liveperson.com.

20. Independent Contractors. The parties are independent contractors and neither this Agreement nor the performance of Services shall create an association, partnership, joint venture, or relationship of principal and agent, master and servant, or employer and employee, between the parties; and neither party will have the right, power or authority (whether expressed or implied) to enter into or assume any duty or obligation on behalf of the other party.

21. Miscellaneous. This Agreement, together with all exhibits attached hereto, contains the entire agreement of the parties, and supersedes any and all previous agreements addressed herein or with respect to the subject matter hereof, whether oral or written. LivePerson hereby rejects any terms or conditions ("**Form Terms**") appearing on any purchase order or other supplements that are in addition to, or different from, the terms and conditions of this Agreement, and the parties agree that all such Form Terms shall be void and of no force or effect. No amendment to the terms set forth in this Agreement will be effective unless signed by the parties hereto, except that LivePerson has the right to modify its product offering (including but not limited to discontinuing a product and/or certain product functionalities and/or features) at any time through notice to Company at its sole discretion. LivePerson also reserves the right to limit and/or reconfigure Company's use of LivePerson's Hosted Services as LivePerson reasonably determines is necessary if LivePerson believes that such use of the Hosted Services or any components thereof may violate Applicable Laws or result in any Claims under this Agreement. No failure of either party to exercise or enforce any rights under this Agreement shall act as a

waiver of such rights. The Company acknowledges and agrees that the Data Protection Agreement found at <https://www.liveperson.com/policies/data-protection-agreement> (“DPA”) will govern the relationship formed hereby and in the event of any conflict between such DPA and this Agreement, such DPA will govern with respect to the actual conflict. Company acknowledges that LivePerson may use conversational data and data generated by LivePerson’s systems to train LivePerson’s natural language algorithm and large language models (LLM) after having employed state-of-the-art anonymization techniques and that LivePerson may use third-party service providers who are authorized to place cookies, pixel tags, or similar technologies in the Services with LivePerson’s permission to enable LivePerson to compile metrics and analytics to help improve the Services. LivePerson may, in its discretion, leverage third parties to assist LivePerson in its administration of the Services, including but not limited to optimization of the Service, provision of, technical expertise, and security and support related services. This Agreement shall be binding and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns. This Agreement may not be assigned, in whole or in part, whether voluntarily or by operation of law (including by way of sale of assets, merger, consolidation, or otherwise), without LivePerson’s prior written consent, such consent not to be unreasonably withheld.

Any purported assignment by operation of law or otherwise is voidable in LivePerson’s sole discretion. LivePerson may assign this Agreement to any successor to its business. Nothing in this Agreement shall create or confer any rights or other benefits in favor of any person other than the parties to this Agreement. Company acknowledges that the Services contain features to monitor user behavior and will provide notice of such monitoring behavior in accordance with Company’s obligations herein and Applicable Law. If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions of this Agreement will remain in full force and the unenforceable provision shall be interpreted so as to render it enforceable while approximating the parties’ intent as closely as possible. This Agreement shall be governed in all respects, including validity, interpretation and effect, by a) if Company’s billing address is located in the United States or Canada, the laws of the State of New York and exclusive venue shall be in the courts of the State of New York; or b) if Company’s billing address is located in Europe, the Middle East, Africa, Central America or South America, by the laws of England and Wales and exclusive venue shall be laid in the courts of England and Wales, or c) if Company’s billing address is located in Australia or Asia (excluding the Middle East) by the laws of the state of Victoria, Australia and exclusive venue shall be in the courts of Victoria. If jurisdiction is laid and choice of law selected in accordance with C above, each party waives its rights to a trial by jury. The application of the UN Convention on Contracts for the International Sale of Goods is expressly excluded. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement. The counterparts of this Agreement and all ancillary documents may be executed and delivered by facsimile or other electronic signature and the receiving party may rely on the receipt of such document by such means as if the original had been received. The headings in this Agreement are for purposes of reference only and shall not limit or otherwise affect the meaning hereof. Sections 1, 5.3, 6, 8 through 11 and 18 through 20 shall survive the termination of this Agreement.

Updated on March 15, 2023

ATTACHMENT 1
LIVEPERSON – TENFOLD SERVICES
Additional Product and Third Party Application Terms

What are these terms? These additional product and third party application terms (“Additional Terms”) apply to the products and/or services listed herein. *Section A: LivePerson Products and Services* contains terms applicable to the listed LivePerson products and/or services; *Section B: Third Party Products and Services* contains terms applicable to the listed third party products and/or services. In the event of any conflict between these Additional Terms and the terms of an ordering document or agreement between Company and LivePerson (or a LivePerson partner as applicable), these Additional Terms will prevail.

When do these terms apply? It is Company’s sole decision to use any of these products and/or services. If Company uses a particular product and/or service, the terms for such product and/or service apply and are incorporated by reference into Company’s ordering document; if Company does not use a particular product and/or service, the terms for such product and/or service do not apply. These Additional Terms may be updated from time to time.

Who is entering into these terms? As used in these Additional Terms, “Company” means the entity entering into an ordering document or agreement with LivePerson (or with a LivePerson partner as applicable), for the purchase of products and/or services.

Section A: LivePerson Products and Services

1. All LivePerson Services

All LivePerson Services, including the products listed in this Section A, may use public cloud environments provided by Amazon Web Services, Microsoft Azure, Google Cloud Platform and additional providers that meet or exceed LivePerson’s security and privacy requirements, who will store and process Company data only in the applicable region that aligns to the Company’s location and for the purposes set out on LivePerson’s subprocessors website found at <https://www.liveperson.com/policies/subprocessors/>.

2. Analytics Studio (fka Conversation Insights)

Analytics Studio is a subscription based research product used to analyze and visualize the correlation between Conversation Transcripts and key performance indicators. “Conversation Transcripts” includes transcripts of text and/or voice conversations, as applicable, and associated conversation metadata. The analysis and information provided by LivePerson is not a substitute for Company’s independent evaluation and analysis, and should not be considered a recommendation to pursue any course of action. Conversations, including text conversations and audio files, may be transcribed and de-encrypted to perform required analysis. Conversation Transcripts may be stored up to thirteen (13) months (or less time as configured and mutually agreed). LivePerson may use Amazon Web Services (AWS) to host Analytics Studio and store Conversation Transcripts and associated data.

3. API Calls

LivePerson monitors API call volume to ensure excessive volume does not cause degradation to the Conversational Cloud. If LivePerson detects excessive API call volume, LivePerson will notify Company and Company will work with LivePerson in good faith. Company will not incur additional fees or penalties for such excessive API call volume.

4. Connect to Messaging (fka LiveDeflect)

LivePerson will provide commercially reasonable technical support to Company in connection with the integration that Company will build between LivePerson's services and Company's IVR system. Company grants LivePerson a non-exclusive, non-transferable, non-sublicensable, revocable right to access and use Company's IVR system via Company APIs in order to send, receive and use data in connection with the service.

5. Early Adopter

1. **General.** From time to time, LivePerson may offer "early release", "early access", "early adopter", "pilot", "beta", or similarly designated services ("Early Adopter Service" or "EA Service"), subject to these Early Adopter Terms.
2. **Applicable Terms.** Company's use of EA Services consumes engagement credits per Company's ordering document or agreement with LivePerson (or with a LivePerson partner as applicable). Company's agreement with LivePerson will apply to the EA Service (including Company's obligations regarding confidentiality, compliance with applicable law, and restrictions on use of the Services) provided that, for any EA Services: (a) no LivePerson commitments regarding support, security, or service level commitments will apply, (b) additional product terms set out in these Additional Terms may also apply, and (c) in the event of conflict between these Early Adopter Terms and Company's agreement with LivePerson or any other terms set out in these Additional Terms, these Early Adopter terms will control. LivePerson may incorporate product feedback received from Company into the EA Service without further obligation to Company.
3. **Termination.** LivePerson may at any time for convenience (a) modify or discontinue EA Services broadly and/or (b) terminate Company's access specifically to one or more EA Services, provided LivePerson will use commercially reasonable efforts to provide thirty (30) prior notice. Upon termination or discontinuation, Company will cease all use of the applicable EA Service.
4. **Security & Support.** While EA Services and related integrations have been tested and are believed to be bug free, and while LivePerson endeavors to comply with industry standard security standards in its provision of EA Services unless otherwise specified, because EA Services are early release they have not received the same level of testing as final public release products. As such, additional product updates, product support, security adjustments, bug fixes, enhancements, and development may be required, support may be limited, and response times may vary. Company will promptly install any product updates LivePerson provides.
5. **Third Party Tools.** If EA Services operate or integrate with any third party tool (a) LivePerson may share messaging data with the third party provider for product interoperation; (b) the third party terms, such as Company's agreement with the third party provider, govern the third party provider's use and deletion of messaging data and its hosting, support, security and other commitments to Company related to the third party tool; (c) LivePerson is not liable for third party acts, omissions, services, applications, technology, policies or procedures including, without limitation, those related to the third party provider or its tool; and (d) the third party provider may modify or discontinue its tool at any time.
6. **Warranties.** Company represents and warrants it will comply with applicable law in its use of EA Services, including any applicable consent and opt-in/opt-out requirements, obtaining prior, and maintaining valid, express consumer consent to send and receive messages via the EA Service, and ensuring it only sends messages during permitted hours in the end user's local time. EACH EA SERVICE IS PROVIDED "AS IS" WITHOUT REPRESENTATION OR WARRANTY REGARDING ITS USE, RESULTS OF USE OR BENEFITS; EACH PARTY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, ORAL OR WRITTEN, EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Except to the extent

prohibited by applicable law, LivePerson shall have no liability to Company for any losses or damages arising from any EA Service, whether or not advised of the possibility of such loss or damage and regardless of the form of action.

6. Generative AI Terms (aka LLM Features Terms)

To provide the large language model powered features (“LLM Features” or “Generative AI Features”), LivePerson may use public cloud environments, APIs, and data centers to process Company data, as provided by Amazon Web Services, Microsoft Azure and/or Google Cloud Platform, and additional providers that meet or exceed LivePerson’s security and privacy requirements. Company agrees that each provider is responsible for all matters related to its own services. Company will implement appropriate human oversight to minimize user exposure to hallucinations. Additional information about these features, including information about minimizing hallucinations, is available in our Knowledge Base located at <https://knowledge.liveperson.com/trustworthy-generative-ai-for-the-enterprise/>.

7. Intent Manager

Intent Manager is configured by default to use LivePerson’s Natural Language Understanding (NLU) in English. LivePerson may use Amazon Web Services (AWS) to host the technical configuration, which coordinates enablement status to Intent Analyzer application components hosted on the LivePerson Cloud. No consumer personal data will be stored or transmitted through AWS.

8. LivePerson Connector for Salesforce

LivePerson Connector for Salesforce (“LPC”) leverages LivePerson’s Affiliate, Callinazine, Inc. dba Tenfold’s (“Tenfold”) technology to embed messaging inside of Salesforce. Company’s agent personal data may be stored in Tenfold’s US Google Cloud Platform (GCP). No messaging data or consumer personal data will be stored or transmitted through GCP. Company agrees to all terms imposed by Salesforce on Company. LPC enables Company to use certain capabilities available in LivePerson’s Conversational Cloud within the Company’s Salesforce instance.

1. “SF Company Data” means electronic data and information submitted by or for Company to Salesforce which are accessible to Company through LPC, excluding (a) publicly available content, (b) LivePerson’s Services and (c) other non-Salesforce applications and services. SF Company Data may be transmitted or processed outside of Salesforce’s system, and to that extent Salesforce is not responsible for the privacy, security or integrity of that data. LivePerson may modify, disclose and use SF Company Data for purposes of providing the Services, to address technical and support questions and issues, as permitted pursuant to the agreement between Company and LivePerson or otherwise at Company’s request. Salesforce has no obligation to retain any SF Company Data that is stored in custom fields made available to Company as part of LPC (“Custom Fields”) following the termination of Company’s relevant ordering document or agreement with LivePerson (or with a LivePerson partner as applicable) or termination of the ordering document or agreement between LivePerson and Salesforce that is associated with such Company. Company may request a copy of its SF Company Data prior to such termination, in which case Salesforce will make the SF Company Data available to Company in a .csv format.
2. LPC may include Salesforce’s ISVForce Services, which is code that facilitates interoperability and functionality between Salesforce and Conversational Cloud. LivePerson is not responsible or liable for any of Salesforce’s services including, but not limited to, ISVForce Services. Salesforce is not liable for LivePerson’s Services or LPC. ISVForce Services are provided AS-IS with all faults.
3. Company’s access to Salesforce and LPC may be suspended or terminated due to a breach or expiration of Company’s agreement with Salesforce and/or Company’s agreement with LivePerson. Regardless of any suspension or termination, Company will

remain liable for all fees owed for the LivePerson Connector for Salesforce for the duration of the relevant ordering document or agreement. In no case will any such suspension or termination give rise to any liability of Salesforce or LivePerson to the Company, including for a refund or damages.

9. LivePerson Functions

LivePerson recommends that Company review LivePerson's [detailed documentation](#) in the LP KnowledgeBase for best practices on how to use LivePerson Functions. LivePerson does not troubleshoot custom functions created by Company; LivePerson Support will validate platform and feature functionality before escalating issues to the development group responsible for maintaining the Functions platform. If Company uses LivePerson Functions to connect to any third party service, the All Third Party Services terms in these Additional Terms will apply. LivePerson Functions is intended to be used to customize how the Service functions, it is not intended to be used to store confidential, personal, or other categories of sensitive data, and Company will not store any such data in LivePerson Functions; if Company does, it does so at its own risk and LivePerson disclaims all liability.

10. Proactive Messaging

Proactive Messaging may be hosted outside of the Conversational Cloud in LivePerson's Amazon Web Services (AWS) environment and interoperates with third party SMS provider solutions. Company is responsible for its messaging compliance, including compliance with all applicable laws, regulations and industry best practices (including those regarding data privacy and messaging consumers, such as obtaining prior, and maintaining valid, express consumer consent to send and receive messages, complying with opt-in/opt-out requests, not disclosing personally identifiable information, and only sending messages during permitted hours in the end user's local time). Use of Proactive Messaging may incur additional fees as per Company's ordering document or agreement with LivePerson (or with a LivePerson partner as applicable).

11. Routing AI agent

Routing AI agent is subject to the Early Adopter Terms and the Generative AI Terms (aka LLM Features Terms) each set out in these Additional Terms.

12. SocialConnect

LivePerson will store and transmit messaging data to each third party platform via a LivePerson service hosted in Amazon Web Services (AWS) to enable compliance with the data retention and deletion policies of third party social platform providers.

13. Tenfold

Company agrees to the [Tenfold Minimum Terms](#) and any additional policies or documents referenced or incorporated by reference therein and agrees that Tenfold can enforce the Tenfold Minimum Terms directly or through LivePerson.

14. Transporter

LivePerson may transmit data, metrics and reports in an unencrypted format (if elected by Company) to the contact center system or service specified by Company, and Company is solely responsible for verifying the target address and protocol of the system or service to which the information will be sent and for safeguarding all information upon delivery by LivePerson.

15. Voice bots

1. Voice bots does not comply with the requirements of the Payment Card Industry Data Security Standards (PCI-DSS) or the U.S. Health Insurance Portability and Accountability Act (HIPAA); Company (and its employees, contractors, agents, and end users) will not use Voice bots to accept, process, store, or transmit credit card information or Protected Health Information, as defined under HIPAA. PCI-DSS and HIPAA compliance (or non-

- compliance) are entirely Company's responsibility.
2. Voice bots does not include E911 services and is not recommended to support or carry emergency calls to any emergency services, such as public safety answering points; LivePerson is not liable for any claim, damages, or loss arising from or relating to (i) Company's (or Company's employees, contractors, agents, and end users) inability or difficulty using Voice bots to make emergency calls or (ii) any test emergency calls made by Company (or Company's employees, contractors, agents, or end users).
 3. Company is solely responsible for Company's (and its employees, contractors, agents, and end users) use of Voice bots in compliance with all applicable laws in all jurisdictions, including, but not limited to telephone recording laws, wiretapping laws, and laws and regulations related to telemarketing, robocalling, unwanted phone calls, call spoofing, and spam, such as the Telephone Consumer Protection Act, Do Not Call Implementation Act, the Telemarketing Sales Rule, and CAN-SPAM Act and associated regulations. Company (or its employees, contractors, or agents) will obtain and maintain appropriate and valid consent before using Voice bots to contact any individual or end user.
 4. If Company uses call recording functionality, Company is solely responsible for obtaining the prior consent of any recorded party including the Company's calling agent, and LivePerson is not liable for Company's unlawful recording, including based on failure to provide notice or obtain consent. If Company uses call recording functionality offered by Voice bots, LivePerson may process and store such call recordings in LivePerson systems and third party service provider or subcontractor systems.
 5. Company agrees to release, defend, hold harmless, and indemnify LivePerson from and against any and all liabilities or third party claims arising from any act or omission by Company (or its employees, contractors, agents, or end users) relating to any of the above provisions.
 6. LivePerson is neither (a) a telecommunications provider, (b) a telecommunications carrier, nor (c) a reseller of any telecommunications services. LivePerson may use third party service providers and/or LivePerson subcontractors including Telnyx, LLC, Google Cloud Platform operated by Google, LLC, and Microsoft Azure to process and/or store Company data and/or consumer data to provide Voice bots.
 7. Voice functionality is subject to restrictions imposed by the telecommunications carrier, described at <https://telnyx.com/acceptable-use-policy>; Company agrees to comply with such restrictions and agrees that violation of such restrictions by Company (or its employees, contractors, agents, or end users) may result in restriction, suspension, or termination of Company's access to the Service and is not subject to any liability cap in the agreement between LivePerson and Company.
 8. If Company elects to use LLM functionality in Voice bots, it will be subject to the Generative AI Terms (aka LLM Features Terms) set out in these Additional Terms.

16. VoiceBase

Company agrees to the [VoiceBase Minimum Terms](#) and any additional policies or documents referenced or incorporated by reference therein and agrees that Voicebase can enforce the VoiceBase Minimum Terms directly or through LivePerson.

17. Web Messaging Voice & Video Calls

Company is responsible for managing consumer consent to use Web Messaging Voice and Video Calls prior to initiating a conversation; LivePerson will not store video sessions, so they will not be retrievable once a conversation ends. Company agents should use the same level of discretion as they would in a text-based conversation in terms of any content, personal or other information that consumers do not wish to share with agents.

Section B: Third Party Products and Services

18. All Third Party Services

By enabling and/or using a LivePerson product or tool that integrates or interoperates with a product or service provided by Company and/or a third party, referred to as a Third Party Offering, third party service, or equivalent term referenced in Company's agreement with LivePerson, Company agrees that LivePerson will share messaging data with the Third Party Offering provider for product interoperation; Company's messages with consumers via the Third Party Offering will consume engagement credits as per Company's ordering document or agreement with LivePerson (or with a LivePerson partner as applicable); and the Third Party Offering provider is solely responsible for its acts, omissions, services, applications, technology and deletion of any messaging data it stores.

19. Apple Business Chat

Company agrees to the Apple Business Register [Terms of Use](#) and any additional policies or documents referenced or incorporated by reference therein, including [Apple's Business Chat Policies and Best Practices](#) ("Apple TOU"), and agrees that Apple can enforce the Apple TOU directly or through LivePerson. Apple considers Apple Business Chat as beta.

20. Apple Pay

Sample code made available by LivePerson is provided for informational purposes only and any use is at Company's risk. LivePerson makes no representation or warranty regarding its accuracy, reliability or use and makes no commitment that it will be free of inaccuracies, errors, bugs or interruptions. LivePerson will not be liable for any claims, damages or liability related to the sample code or Company's use of it. Company is responsible for securely hosting and maintaining the sample code or any modifications.

21. Bring Your Own LLM

If Company connects LivePerson's Service to Company's or another third parties' large language model ("Model"), including via LivePerson's "Bring Your Own LLM" functionality, such Model is not a part of the LivePerson Service, and is considered to be a Third Party Offering or equivalent term referenced in Company's existing agreement with LivePerson. With respect to such Model, Company or the applicable third party provider will be and remain solely responsible and liable for such Model including all security and privacy practices and AI model safety applicable to data transferred to or used with such Model.

Company authorizes LivePerson to transfer data including PII to the Model for product interoperation and agrees that usage of the Model may incur engagement credits as per Company's existing ordering document with LivePerson or a LivePerson partner, as applicable. Company's election to change AI models (including from a LivePerson provided model to a "bring your own" version of the same model) may result in changes to model behavior and may require Company to make prompt modifications for continued interoperability and viability, including updates to its model prompts.

22. Google AdLingo Conversational Web Ads

Company authorizes LivePerson to buy AdLingo inventory from DoubleClick, a division of Google LLC ("DoubleClick") for the AdLingo pilot. Company agrees to the Google LLC Advertising Program [Terms](#) and Platform Program [Policies](#) and is responsible for the ad content and compliance, and agrees that Google can enforce the Terms and Policies directly or through LivePerson. If an ad campaign will use personalized advertising, Company has all rights needed to use any audience data or remarketing lists, include in-ad notices to disclose that the ad is interest-based, and will comply with Google's personalized advertising [Terms](#) and applicable Internet advertising industry guidelines, laws and/or regulations (e.g., Network Advertising Initiative, the Interactive Advertising Bureau and the Digital Advertising Alliance).

23. Google Business Messages

Company agrees to the Google Business Messages [Product Policies](#) and any additional policies and documents referenced or incorporated by reference therein (“Google TOS”), and agrees that Google can enforce the Google TOS directly or through LivePerson. Google considers the Business Messages service as beta.

24. Google RCS Business Messaging

Company agrees to the Google [Terms of Service](#) for RCS Business Messaging with Jibe Mobile, Inc. (a wholly owned subsidiary of Google LLC) (“Google RCS TOS”), and that Google can enforce the Google RCS TOS directly or through LivePerson.

25. Instagram

Company agrees to the Instagram [Terms of Use](#) and any additional policies and documents referenced or incorporated by reference therein, including the Instagram [Community Guidelines](#) and the applicable Facebook policies, including, without limitation, the Facebook [Commercial Terms](#), Facebook [Business Tools Terms](#), and Facebook [Terms of Service](#) (“Instagram TOU”). Company agrees that (1) Instagram or Facebook can enforce the Instagram TOU directly or through LivePerson or a LivePerson partner as applicable, (2) if Company links its Instagram account to its Facebook account, then the personnel who moderate the Facebook Page will have the ability to view and respond to Company’s Instagram messages, and (3) Facebook (or its contractors) may review Company’s Instagram accounts for compliance with the Instagram TOU. Instagram considers the Instagram Messaging API as beta.

26. KakaoTalk

Company agrees to the Kakao [Account Terms and Conditions](#), the Kakao [Terms of Service](#), the Kakao [Comprehensive Terms of Service](#), the Kakao [Comprehensive Terms and Conditions](#) and any additional policies or documents references or incorporated by reference therein (“Kakao TOU”), and agrees that InfoBank, Kakao’s authorized reseller, and/or KaKao can enforce the Kakao TOU directly or through LivePerson.

27. LINE

Company agrees to the LINE [Terms and Conditions of Use](#) and any additional policies or documents references or incorporated by reference therein (“LINE TOU”), and agrees that KDDI Evolva, LINE’s authorized reseller, and/or LINE can enforce the LINE TOU directly or through LivePerson.

28. Viber

Company agrees to the [Viber Terms](#), including, without limitation, the [Terms of Use](#) and [Content Policy](#) and any additional policies and documents referenced or incorporated by reference therein (“Viber TOS”), and agrees that Viber can enforce the Viber TOS directly or through LivePerson. Viber may be hosted outside of Conversation Cloud in LivePerson’s Amazon Web Services (AWS) environment.

29. WeChat

Company agrees to the WeChat [Terms of Service](#) and any additional policies and documents referenced or incorporated by reference therein (“WeChat TOS”), and agrees that WeChat can enforce the WeChat TOS directly or through LivePerson.

30. WhatsApp

Company agrees to the [WhatsApp Business Solution Terms](#), [WhatsApp Commerce Policy](#), [WhatsApp Business Messaging Policy](#), and any additional policies and documents referenced or incorporated by reference therein (“WhatsApp On-Premise TOS”). If Company uses, or has migrated to, WhatsApp Business, using Cloud API, Company agrees to [WhatsApp Business Terms of Service](#), [WhatsApp Commerce Policy](#), [WhatsApp Business Messaging Policy](#) and any

additional policies or documents referenced or incorporated by reference therein or as may be required by WhatsApp and/or Meta from time to time ("WhatsApp Cloud API TOS"). Company agrees that WhatsApp can enforce the WhatsApp On-Premise TOS or the WhatsApp Cloud API TOS, as applicable, directly or through LivePerson. Unless otherwise specified in Company's ordering document or agreement with LivePerson or a LivePerson partner as applicable, LivePerson will invoice Company for the WhatsApp program fees plus a 15% management fee monthly in arrears. Company agrees that it cannot message with WhatsApp users outside of a test environment until LivePerson receives formal approval from WhatsApp.

31. Workato

Company agrees to the [Workato Terms of Use](#) and [Workato Privacy Policy](#) and any additional policies or documents referenced or incorporated by reference therein and agrees that Workato can enforce the Workato Terms of Use directly or through LivePerson.

Updated on April 25, 2024