

# Five9 Service Order



This Service Order, collectively with the Five9 Master Services Agreement and its addenda, the "Agreement", is entered into by and between Five9, Inc. ("Five9") and Customer named below. This Service Order is subject to the terms and conditions of the Agreement, in the event of any conflict between this Service Order and the Agreement, this Service Order will control. For the avoidance of doubt, if there are terms and conditions in the Agreement regarding subjects on which this Service Order is silent, such silence will not constitute a conflict and the terms and conditions in the Agreement will control.

CUSTOMER INFORMATION	ORDER INFORMATION
<p><b>Customer Name:</b> CareerSource CF  <b>Customer Number:</b> 175224</p> <p><b>Domain Name:</b> CareerSource CF  <b>Domain Number:</b> 175224</p> <p><b>Company Address:</b>                      390 N Orange Ave                      Ste 700                      Orlando Florida 32801-1673                      United States</p> <p><b>Primary Contact Center Address:</b>                      390 N Orange Ave                      Ste 700                      Orlando Florida 32801-1673                      United States</p> <p><i>While Five9 understands Customer may have agents in multiple locations, we require that a single location/address be designated as the primary contact center. This address will be used for sourcing taxes.</i></p> <p>Initial <u>PN</u></p> <p><b>Business Contact:</b> Paul Worrell  <b>Business Phone:</b> (321) 270-1185  <b>Business Email:</b> pworrell@careersourcecf.com</p> <p><b>Billing Contact:</b> Paul Worrell  <b>Billing Phone:</b> (321) 270-1185  <b>Billing Email:</b> pworrell@careersourcecf.com</p>	<p><b>Type:</b> New Domain</p> <p><b>Order Type:</b> Service Order</p> <p><b>Order Term:</b> 12 Months</p> <p><b>Renewal Term:</b> Month-To-Month</p> <p><b>Billing Frequency:</b> Monthly</p> <p><b>Five9 Account Executive:</b> John Hausmann  <b>Phone:</b>  <b>Email:</b> john.hausmann@five9.com</p>
<p><b>Order #:</b> Q-284454  <b>Expiration Date:</b> September 30, 2024</p>	

MONTHLY SUBSCRIPTION SERVICES	CATEGORY	UNIT	QTY	UNIT PRICE	EXTENDED PRICE
Five9 Core - Voice Contact Center	1.00 VCC Call Center Seat and Bundle	Concurrent User	10	\$100.00	\$1,000.00
VCC Supervisor	1.10 VCC Admin/Supervisor	Concurrent User	2	\$25.00	\$50.00
VCC Administrator	1.10 VCC Admin/Supervisor	Concurrent User	1	\$0.00	\$0.00
US DID	1.15 VCC Phone Numbers	Number	9	\$1.00	\$9.00
US TFN	1.15 VCC Phone Numbers	Number	1	\$5.00	\$5.00
Secure RTP (SRTP)	1.16 VCC Connectivity	Domain	1	\$0.00	\$0.00
Five9 Chat Agent	1.21 VCC Multi-Channel	Named Agent	10	\$5.00	\$50.00
Five9 Email Agent	1.21 VCC Multi-Channel	Named Agent	10	\$5.00	\$50.00
US/CAN SMS DID	1.21 VCC Multi-Channel	Number	1	\$5.00	\$5.00
Co-Browse Agent by Recursive	1.21 VCC Multi-Channel	Named User	10	\$40.00	\$400.00
Technical Service Manager	3.10 Support Services	Hour	10	\$175.00	\$1,750.00
<b>TOTAL:</b>					\$3,319.00

ONE TIME SERVICES (See FIVE9 EXHIBIT: ONE TIME DETAILS)	MEASUREMENT	EXTENDED PRICE
Professional Services – Hours	Up to 106 hours	\$8,000.00
Professional Services – Fixed Fee	Fixed Fee	\$4,000.00
Activation Fees	Varies	\$100.00
<b>TOTAL:</b>		\$12,100.00
*Discount for Five9's receipt of Signed Agreement and Service Order by 5PM PT September 30, 2024:		\$2,000.00
<b>NET TOTAL (if above discount is earned):</b>		\$10,100.00

DEPOSIT	CATEGORY	UNIT	QTY	UNIT PRICE	EXTENDED PRICE
Telecom Deposit	1.17 VCC Telecommunications	Concurrent User	10	\$0.00	\$0.00
<b>TOTAL:</b>					\$0.00

USAGE	UNIT	UNIT PRICE	EXTENDED
US DID SMS Usage	Per 10 messages	\$0.11	As Used
CAN SMS Usage	Per 10 messages	\$0.15	As Used
US DID MMS Usage	Per 10 messages	\$0.26	As Used
CAN MMS Usage	Per 10 messages	\$0.23	As Used
WFA Enterprise Usage	Gigabyte	\$500.00	As Used

*SMS and MMS messaging for regions and countries not set forth in the usage table above will incur per-country messaging fees as used.*

INVOICING SCHEDULE		
FEE TYPE	TRIGGER TO START INVOICING	INVOICING METHOD
<b>Subscription Fees (by Category)</b>		
1.0x VCC Agent Seats and Bundles	Earlier of a) first production use of VCC Service, or b) 4 months after Service Order Date	Monthly in Advance
1.1x VCC Domain Options		
1.2x & 1.3x VCC Features	Earlier of a) date that each ordered service is first made available for production use, or b) 12 months after Service Order Date	
2.xx Other Services		
3.xx Support Services		
<b>One-Time Fees &amp; Deposits</b>		
One-Time Fees	Service Order Date	One-Time in Advance
Deposit		
International Call Blocking	Upon Approval by Five9 Finance	One-Time in Advance
<b>Usage Fees</b>		
Communications	As Used	Monthly in Arrears
Storage	As Used	Monthly in Arrears

SUBSCRIPTION SERVICES CHANGE ORDERS	
<p>1. The table below lists Customer’s minimum commitments for the subscription services ordered in this Service Order. Minimum commitments are shown as a percentage of ordered quantity by service Category and apply for the duration of the Order Term and any subsequent Renewal Term.</p> <p>2. Reductions (as permitted) require a minimum of thirty (30) days advance written notice.</p>	
Category	Minimum Commitments
1.0x VCC Agent Seats and Bundles	100%
1.1x, 1.2x & 1.3x All (Other) VCC Services	0%
2.xx Other Services	100%
3.xx Support Services	0%

**SERVICE ORDER TERMS**

All prices are in U.S. Dollars and are exclusive of any taxes to which Customer may be subject.

Order Term reflected above begins on the date when Customer signs this Service Order (the “Service Order Date”).

Any Professional Services purchased in this Service Order are non-refundable, non-transferrable and expire twelve (12) months after Service Order Date unless otherwise specified in a Statement of Work.

All communication, documentation, training, and artifacts associated with the Professional Services purchased in this Service Order will be delivered in English only unless otherwise specified in a Statement of Work.

24/7 Customer Support is included.

Please note that there will be an invoice charge associated with the E911 Emergency Services capability to account for costs and changes associated with this feature. In the event that one of your Five9 users makes a 911 call without properly setting their location, a per call usage surcharge will be applied. Location Service Charge is \$3.00 per concurrent seat/month and Operator Assisted Location Service Surcharge is \$100 USD (or local currency equivalent) per call event.

**Allocated Lines**

- Each VCC Agent Seat will be provisioned with three (3) allocated lines.
- Allocated lines will be invoiced in arrears for each month's peak usage of allocated lines a rate of \$7.00 each.

**Five9 Named User-Based Services**

During any billing month, if the actual usage level of any named user-based services (i.e. Unit is Named Agent, Named User, or Named Employee) exceeds the contracted level, for that month only and only for the excess quantity Customer hereby agrees to either a) be invoiced with a “bursting” charge that is 20% over the rates herein, or b) place an immediate co-terminus add-on order in the quantity of such excess usage.

**WFA Enterprise Solution (usage)**

The first Gigabyte (GB) of WFA data usage will be no charge, beyond that level, all data usage will be invoiced monthly at the rate noted above. For clarity, the “no charge” first GB is regardless of how long it takes to reach the 1 GB level – i.e., it could be 2 days or 2 years depending on Customer’s use case.

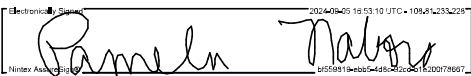
**Five9 SMS**

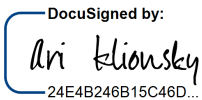
Customer agrees that it is solely responsible for paying all SMS number fees and SMS usage charges (collectively, “SMS Fees”). Customer agrees that the SMS Fees may be subject to price increases and/or additional one time fees (“Additional Fees”) arising from underlying carrier policy changes and that the Additional Fees shall not be subject to any price increase restraints in the Agreement or this Service Order.

**ACCEPTANCE OF ORDER**

**Customer**

**Five9, Inc.**

By:  Electronic Signature  
Number Assigned: 015558918-4835-455-32000001500078607  
2024/09/05 15:53:10 UTC +108.61.233.228

By:  DocuSigned by:  
24E4B246B15C46D...

Name: Pamela Nabors

Name: Ari klionsky

Title: President/CEO

Title: SVP, Sales & Business Operations

Date: 09/05/2024

Date: 9/6/2024 | 08:23 PDT

**FIVE9 EXHIBIT: TELECOMMUNICATIONS USAGE SERVICE**  
**Local and Long Distance Rate Tables**

**Communication Charges:** Local, long distance, and any related surcharges, taxes or fees shall be billed monthly. Charges accrue on a call-by-call basis. Customer is responsible for any call activity incurred through its account. Local and long distance charges are computed and billed based upon the Automatic Number Identification (ANI) as the calling number and the Dialed Number Identification Service (DNIS) as the called number (e.g. calls with an ANI and DNIS in the same continental USA state are rated as Intrastate calls, and calls with an ANI and DNIS in different continental USA states are rated as Interstate calls) and Pacific Standard/Daylight Time as the originating time for each call.

All connections to the Five9 service via “PSTN mode” (call generated from the Five9 service to initiate the connection with an Agent, Supervisor, or Administrator over the Public Switched Telephone Network), rather than a dedicated route utilizing the Customer’s MPLS or Internet service, are billed as an outbound call for the entire connection time and can substantially increase the bill. All calls, whether outbound or inbound, are billed based on carrier connection made, regardless of agent connection to the call. All inbound calls, whether to toll free numbers or area code specific DIDs are subject to the rates shown, unless otherwise specified.

Any call to (xxx) 555-xxxx is billed as Directory Assistance.

Rate Lookup feature is available in Administrator role. Reporting of detailed call records is available in the Administrator or Supervisor portion of the Five9 platform/service.

RATE PLAN	RATE PLAN UNIT PRICE	INITIAL/SUBSEQUENT BILLING INCREMENTS (SECONDS)
Interstate - Outbound	\$0.0080	6-6
Intrastate - Outbound	\$0.0080	6-6
Alaska - Outbound	\$0.1170	6-6
Hawaii - Outbound	\$0.0816	6-6
Canada - Outbound	\$0.0160	30-6
Toll Free - Outbound	\$0.0080	6-6
Interstate - Inbound	\$0.0080	6-6
Intrastate - Inbound	\$0.0080	6-6
Alaska - Inbound	\$0.1936	6-6
Hawaii - Inbound	\$0.0325	6-6
Canada - Inbound	\$0.0394	30-6
Other International	Current List Price	Current List Price
Directory Assistance	\$1.0000	60-60

**Notes:** All rates are quoted in U.S. Dollars per minute and subject to change with 30 day notice; reduction in rates may occur without notice.

Billing may include applicable taxes, and surcharges relating to the cost of applicable surcharges, tariffs, and other fees including, but not limited to, Federal Universal Service Fund contribution (USF), Federal Telecommunication Relay Service surcharge (TRS), Federal Regulatory Recovery, Federal Local Number Portability charge (LNP), North American Number Portability fee (NANP), other Federal, State, and carrier fees, and Five9 compliance costs.

Outbound International calling may be blocked without notice. Upon written request via completion of the International Call Blocking form, Five9 may in its sole discretion un-block any of the affected areas.



# Five9 Exhibit: Five9 Solution Bundle Offerings

Bundle Features	Core	Premium	Optimum Five9 WFO	Optimum Verint WFO	Ultimate Five9 WFO	Ultimate Verint WFO	Notes	Description
Voice Agent Seat	●	●	●	●	●	●		Five9 voice provisioned with 3 lines and 3 softphones, and IVR capabilities (blended inbound/outbound)
Agent Desktop Plus	●	●	●	●	●	●		HTML user interface option for Agent seat
Call Recording	●	●	●	●	●	●		Voice recording option for Agents
Voice Data Retention	●	●	●	●	●	●		1 month recording storage, 2 months call logs – additional storage available as an option
Geographic Redundancy	●	●	●	●	●	●		Automated failover to redundant data center in case of service disruption at primary data center
Five9 Chat Agent		●	●	●	●	●	1	Agent add-on for chat capabilities
Five9 Email Agent		●	●	●	●	●	1	Agent add-on for email capabilities
Five9 Essentials QM		●					1, 2, 3	End-to-end QM capabilities for smaller call centers, including Audio Recording, Chat & Email transcript collection (if Five9 chat/email are enabled), Event Search and Playback, Employee Performance Scoring and Reporting, Evaluation and Scoring Form Creation, and Screen Recording
Five9 Enterprise QM			●		●		1, 2, 3	All functionality of QM Essentials, plus Coaching, Real-time Screen Monitoring with Agent Assistance, Advanced Evaluation Form Creation, Assignment, and Disputes, Single-screen Query Wizard
Five9 Enterprise WFM			●		●		1, 2	WFM solution with forecasting and agent scheduling. Includes supervisor dashboards, agent portals, adherence monitoring, strategic planning, vacation planning, real-time activity monitoring, strategic and multi-skill forecasting and planning.
Five9 WFM Everywhere Mobile			●		●		1, 2	Mobile app extends reach and impact of WFM solution. Quickly offers overtime and access to schedule views, shift bidding and adherence reporting and other self-service features.
Five9 Interaction Analytics					●		1, 2	Five9 Interaction Analytics is a comprehensive, powerful set of tools to help improve your teams' productivity and performance with 100% call transcription; chat & email analysis; automated scoring and evaluations; ad hoc word/phrase search; automatic categorization and sentiment analysis (for calls). Enables automated QM when combined with Enterprise QM.
Verint QM				●		●	1, 2	Business-driven QM solution enables contact center management to monitor performance in real-time and take corrective. Includes Audio and Screen Recording, Encrypted Recording, Quality Evaluations and Coaching.
Verint Performance Management				●		●	1	Capture metrics and KPIs in a single standardized framework to efficiently track, manage and improve individual, team, and organizational performance. Includes Scorecards, Coaching and eLearning capabilities.
Verint Automated QM						●	1	Automates the evaluation of interactions, allowing supervisors a full and objective of employee performance. Increases the strategic business value of QM.
Verint WFM				●		●	1	Full featured WFM solution for forecasting and agent scheduling. Includes supervisor dashboards, agent portals, adherence monitoring, strategic planning, vacation planning, real-time activity monitoring, strategic forecasting planning and multi-site support.
Verint Speech Analytics						●	1	Add-on to Verint QM that provides Speech Analytics of all call recordings to enable first call resolution, messaging usage, detecting defections, marketing campaign valuation, etc.
Proactive Notification			●	●	●	●		Automated outreach to customer via email, call, etc. based on external events (e.g., item shipped, status change)
Five9 Workflow Automation					●	●		Uses pre-built connections to Five9 and other business systems to aggregate information in real-time and initiate intelligent automated workflows based on aggregated information.

1. Includes 1 named agent for each bundle seat, with additional named users available a la carte.
2. Five9 WFO includes 1 TB of storage per customer domain.
3. LAN/WAN infrastructure (QoS, bandwidth, etc.) to support Five9 WFO application network traffic of approx. 1.5Mb/min of screen recordings per display monitor for data transport over public internet.

If Five9 Implementation Services are not ordered for any of the features within a bundle, Five9 assumes Customer will self-implement or purchase implementation services at a later date.

During any given billing month, if the actual usage level for any ordered bundle exceeds the contracted level, for that month only and for the excess quantity Five9 will charge a unit rate that is 20% higher than the unit rates herein.

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**FIVE9 EXHIBIT: ONE TIME DETAILS**

<b>PROFESSIONAL SERVICES – HOURS</b>	<b>TOTAL HOURS</b>	<b>QTY</b>	<b>UNIT PRICE</b>	<b>EXTENDED PRICE</b>
Chat Implementation	20	1	\$750.00	\$750.00
Email Implementation - Standard	20	1	\$750.00	\$750.00
Native SMS Implementation - Basic	16	1	\$500.00	\$500.00
VCC Implementation (up to 50 hours)	50	1	\$6,000.00	\$6,000.00
<b>TOTAL:</b>				<b>\$8,000.00</b>

<b>PROFESSIONAL SERVICES – FIXED FEE</b>	<b>QTY</b>	<b>UNIT PRICE</b>	<b>EXTENDED PRICE</b>
Basic Implementation for Recursive	Fixed Fee	\$4,000.00	\$4,000.00
<b>TOTAL:</b>			<b>\$4,000.00</b>

<b>ACTIVATION FEES</b>	<b>UNIT</b>	<b>QTY</b>	<b>UNIT PRICE</b>	<b>EXTENDED PRICE</b>
Agent Seat Activation	Concurrent User	10	\$0.00	\$0.00
Geographic Redundancy Activation	Domain	1	\$0.00	\$0.00
Blended-In Service	Domain	1	\$0.00	\$0.00
RESPORG DID	Number	9	\$10.00	\$90.00
RESPORG TFN	Number	1	\$10.00	\$10.00
Secure RTP (SRTP) Activation	Domain	1	\$0.00	\$0.00
<b>TOTAL:</b>				<b>\$100.00</b>

## **FIVE9 EXHIBIT: PROFESSIONAL SERVICES EXHIBIT(S)**

### **VCC Implementation**

This Five9 VCC implementation package provides implementation, training, and go-live support services for the Virtual Contact Center (VCC) and leverages our industry-leading Professional Services methodology. All implementation services will be delivered remotely.

The Five9 methodology follows a phased approach where each phase builds on the previous activity, achieving clear, measurable goals resulting in the delivery of a solution which aligns to Customer's requirements and objectives. Each phase is focused on specific activities, deliverables and milestones that must be completed and accepted by Customer before moving onto the next phase.

- **Initiation**- this phase of the engagement is focused on provisioning, readying the necessary resources for implementing the Five9 VCC solution.
- **Definition**- this phase of the engagement targets project scheduling and discovery sessions to identify and document use cases that will drive functionality.
- **Configuration and Testing** - this phase of the engagement is focused on design, build and test activities resulting in a Five9 VCC environment that aligns with Customer's requirements as documented and approved during the Definition phase.
- **Deployment** - this phase of the engagement includes the activation of Five9 VCC in Customer's production environment.
- **Adoption**- this phase of the engagement provides regular checkpoints to review solution performance in the production environment and mentoring of Customer resources in the use of Five9 VCC features and functionality.
- **Closing** - this phase of the engagement establishes formal Customer acceptance of the Five9 VCC solution as delivered by Five9.

### **Five9 Professional Services Resources**

#### **Implementation Manager**

- Deploys solution into production
- Conducts train-the-trainer hand off for agent and supervisors and knowledge transfer for administrative users
- Provides technical support and issue resolution during Customer User Acceptance Testing
- Performs Five9 functional and integration testing activities
- Performs VCC configuration activities
- Engages and assign the appropriate Five9 Subject Matter Experts as needed during the implementation
- Manages the implementation timeline
- Coordinates and work with the Customer Project Manager to establish schedules, allocate resources and assign project roles and responsibilities.

#### **Customer Resources**

Customer will provide the following resources for the duration of the VCC implementation engagement:

#### **Project Manager**

- Organizes required Customer resources to complete requirements definition, attend weekly meetings, perform review of deliverables, and sign-off on project deliverables
- Assigns appropriate resources to perform User Acceptance Testing

#### **Information Technology Resource**

- Advises and resolves issues related to network connectivity
- Advises and resolves issues related to laptop/desktop configuration
- Participates in requirements definition
- Participates or is available during integration and User Acceptance Testing

#### **Contact Center Operational SMEs**

- Participates in requirements definition
- Participates or is available during integration and User Acceptance Testing

#### **Process for Change Control**

Any changes to the design and scope following execution of this agreement may impact project dates, result in additional cost, or increase risk associated with the project. Changes must be mutually agreed in writing prior to the performance of any additional Services related to such changes. A change order document ("Change Order") will be the vehicle for documenting changes to the scope or timing of this engagement. The Change Order will describe the change, the rationale for the change, the effect the



change will have on the project timeline and the total cost for implementing the change.

The hours associated with this VCC implementation package are based on the following scoping parameters:

### **VCC Implementation (up to 50 hours)**

This package includes up to 50 hours of implementation services for:

- 1 Customer tenant
- 1 Customer site
- 1 VCC deployment
- 1 Customer business unit

Five9 Professional Services will configure VCC in accordance with the following parameters:

- Up to 15 inbound campaigns
- Up to 5 basic DTMF IVR call flows
- Up to 10 outbound campaigns
- Up to 2 agent scripts

### **Chat Implementation**

The “Chat Implementation” package includes activities to implement one (1) workflow-driven chat deployment. Implementation deliverables and activities include discovery, solution design and review, configuration, support for User Acceptance Testing (UAT), supported rollout, training and fine-tuning for a single chat deployment utilizing workflow rules. Following a train-the-trainer approach, Five9 will remotely perform these services using conference calls and an online collaboration tool.

This implementation package includes configuration of the following Five9 chat features:

- Campaign
- Agent/Supervisor/Administrator users
- Skill groups
- Dispositions
- Chat messages/standard pre-defined responses
- Up to 2 custom fields
- 1 after-chat survey
- 1 workflow and external query (data dip to Customer-provided web service method)
- Up to 3 generic stylesheets (or Customer can supply a CSS stylesheet)
- Agent stickiness
- Data redaction based on Customer-provided text patterns
- Standard Reporting/Chat transcript via FTP/SFTP (export only)
- Pro-active chat
- Chat re-queue

Training on use and administration of Five9 Chat is targeted to the following Customer groups:

- Administrator
- Supervisor Train-the-Trainer
- Agent Train-the-Trainer

Five9 will support Customer's UAT process by responding to and remediating issues identified during UAT, reinforcing product features and usage, and validating (up to 1 hour) the Customer-provided web page for end-user facing chat page or website.

*Note: Implementation hours do not include Natural Language Processing (NLP).*

### **Email Implementation – Standard**

The “Email Implementation - Standard” package includes activities to implement workflow-driven email for a single “email campaign”. Implementation deliverables and activities include discovery, solution design and review, configuration, support for User Acceptance Testing (UAT), supported rollout, training and fine-tuning for a single campaign with workflow rules. Following a train-the-trainer approach, Five9 will remotely perform all services using conference calls and an online collaboration tool.

This implementation package includes configuration of the following Five9 email features:

- Campaign

- Agent/Supervisor/Administrator users
- Skill group
- Dispositions
- Workflow (limited to 1)
- Email Rule (1 Rule, with up to 2 actions)
- Email services (SMTP/POP3 configuration)
- Email widget
- Email template provisioning
- Agent stickiness
- Data redaction
- Email push back
- Email transcript via FTP/SFTP
- Up to 1 external query (data dip to web service method)

Five9 Training covers the following topics:

- Administrator
- Supervisor Train-the-Trainer
- Agent Train-the-Trainer
- Reporting

*Note: Implementation hours do not include Natural Language Processing (NLP).*

### **Native SMS Implementation – Basic**

The Native SMS Implementation package includes activities to implement services for one (1) workflow-driven SMS deployment. Implementation deliverables and activities include discovery, solution design and review, configuration, support for User Acceptance Testing (UAT), supported rollout, training and fine-tuning for a single basic chat deployment. Five9 will remotely perform these services using conference calls and an online collaboration tool.

The Five9 SMS Service processes inbound SMS messages sent from mobile phones through a VCC Inbound Campaign to agents logged into VCC. The Five9 Multichannel Chat channel\* is used to route messages and will enable the agent to engage in a two-way SMS conversation (text only) with the sender.

This implementation package includes configuration of the following Five9 SMS features:

- Up to five SMS numbers are supported, associated with up to two inbound campaigns, including IVR scripts to perform message handling and routing operations
- Inbound agent two-way SMS chat interaction
- Agent initiated outbound SMS

Training on use and administration of Five9 SMS:

- Provide a train-the-trainer session to demonstrate the execution of the solution.

*Native SMS Implementation requires Five9 Chat Implemented.*

### **Basic Implementation for Recursive**

The Recursive Labs Implementation provides the ability for the agent to co-browse and/or initiate a video call. This package includes activities related to implementation, training and go-live support.

The initial setup for Recursive Labs includes the following:

- Implementation of co-browse or video across a single URL
- Integration via connector to Five9, Salesforce, or Zendesk CRM

- END OF PROFESSIONAL SERVICES EXHIBIT(S) -

## **FIVE9 ADDENDUM: VCC SERVICE AVAILABILITY**

**VCC Service Availability.** Five9's VCC Service shall be available to make and receive calls on a twenty-four (24) hours a day/seven (7) days a week basis, with targeted uptime of at least 99.999% on a calendar month basis, exclusive of permitted downtime (the unavailability of the VCC Service because of either scheduled maintenance or events beyond the reasonable control of Five9). For purposes of clarification, Customer understands that events beyond the reasonable control of Five9 include, but are not limited to, (i) Customer's network or equipment malfunctions; (ii) service interruptions caused by the independent telecommunications providers Five9 contracts with to provide voice connectivity to Five9; or (iii) force majeure events as defined in the Agreement.

In the event Five9 does not meet the Service Availability listed above for three consecutive calendar months, Customer shall have the right to terminate the Agreement without penalty. Five9 agrees that upon settlement of any and all outstanding charges owed by Customer, Five9 will refund the pro-rata portion (remainder in months, rounded down) prepaid VCC Agent Seat fees for service not yet delivered; and any remaining, unused pre-paid long distance. Customer understands that termination of this Agreement does not entitle Customer to a refund of any fees for services delivered by Five9 up to the date of termination.

In the event Five9 does not meet the Service Availability listed above, Customer may be eligible to receive a service credit for the affected month. To receive a credit, Customer must make a written request to Five9 (to Five9 Customer Support and/or your account manager) within 30 days of the service incident. Amount of service credit will depend upon length and severity of service outage and shall be calculated as a percentage of monthly VCC Agent Seat fees (excluding telecom charges that may be included) for a given calendar month as shown below.

SLA Credit: For monthly down time beyond Service Availability, one thirtieth (1/30th) for each day with an outage of 1 hour or longer.

<b>Type of Call</b>	<b>Monthly Minutes</b>
US Inbound & Outbound Interstate/Intrastate (TFN + DID)	75,514
Canada Inbound	0.05
Canada Outbound	1.5
Puerto Rico Inbound	449.5
Puerto Rico Outbound	96.2
Other International	
<hr/>	
<b>Totals:</b>	<b>76,061</b>

<b>Five9 Rate</b>	<b>Cost</b>
\$ 0.008	604.11
\$0.0394	0.00
\$0.0160	0.02
\$0.0357	16.05
\$0.0412	3.96
Market Rate	
<hr/>	
	<b>\$ 624.14</b>