

**LivePerson, Inc.**  
**LivePerson Services Additional Terms**

These Additional Terms (the “**Additional Terms**”) apply to all LivePerson Services (defined below). Every customer (“**Customer**”) who purchases, uses or accesses any LivePerson Services (defined below) from NACR is subject to these Additional Terms in addition to the terms of the Agreement entered into between Customer and NACR. In the event of a conflict between these Additional Terms and the Agreement, these Additional Terms shall apply to the extent of such conflict. Each Customer agrees to the following:

1. License. Subject to these Additional Terms, the Agreement, and LivePerson’s receipt of payment from NACR for the applicable LivePerson Services (defined below), LivePerson grants to Customer during the term of the Agreement a limited, revocable, non-exclusive, non-transferable, non-sublicensable license to (a) access and use the LivePerson hosted services described within the Agreement (the “**Hosted Services**”) and any software provided by LivePerson to access those Hosted Services, solely for purposes of (as applicable) communicating with, engaging with and delivering offers to, visitors to Customer’s website; and (b) use any professional services deliverables provided by LivePerson pursuant to the Agreement (the “**Professional Services**”) (the Hosted Services and the Professional Services are collectively referred to as the “**LivePerson Services**”).

2. Ownership. Customer acknowledges and agrees that LivePerson shall retain all rights to the LivePerson Services and software, 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 of the Agreement, including any modifications, enhancements and derivatives thereof (including, without limitation, metrics, data and information generated by such LivePerson Services and software). No implied licenses are granted herein. Customer does not acquire any rights, express or implied, in the LivePerson Services, except as expressly granted herein. Customer acknowledges and agrees that its rights in and to LivePerson’s technology and the LivePerson Services are limited to the license rights set forth in Section 1 above. Customer will not claim ownership or proprietary rights in LivePerson’s technology or the LivePerson Services.

3. Customer’s Acceptable Use of the LivePerson Services. Customers agree that it will not (i) modify, copy, decompile, disassemble or reverse engineer, or cause any other party to modify, copy, decompile, disassemble or reverse engineer, LivePerson’s software, technology, and/or other services (ii) sublicense any of LivePerson’s intellectual property to third parties or sell, resell, rent, sublicense or lease the LivePerson Services to third parties, (iii) use the LivePerson Services to store or transmit malicious code, (iv) interfere with or disrupt the integrity or performance of the LivePerson Services or third-party data contained therein, (v) attempt to gain unauthorized access to the LivePerson Services or their related systems or networks; (vi) alter, copy, move or delete any tags or code placed as part of the LivePerson Services except that tags shall be deleted upon termination of the Agreement or the provisioning of the LivePerson Services; (vii) place tags on website pages not pre-approved by LivePerson in writing; (viii) misappropriate any of LivePerson’s software, technology and/or other services or use the LivePerson Services or enable a third party to create competing products or services; or (ix) otherwise violate the license grant or restrictions set forth in these Additional Terms or in the Agreement.

4. Customer grants the right to LivePerson and NACR to use Customer’s name, trade name, trademarks and icons (collectively, the “**Brands**”) solely in connection with providing the LivePerson Services provided pursuant to the Agreement and these Additional Terms. In the event that Customer notifies LivePerson of any incorrect usage of its Brands, the notified party shall promptly correct such usage. 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.

5. Confidentiality. Customer will maintain the confidentiality of all information of a proprietary and confidential nature relating to the LivePerson Services, the Agreement and/or these Additional Terms. Customer acknowledges and agrees that LivePerson and NACR may share information pertaining to the use of the LivePerson Services by Customer and LivePerson may have access to the (a) Agreement, and (b) Customer’s end-user data.

6. Term and Termination. Notwithstanding anything contained in these Additional Terms or in the Agreement (or any other documentation/agreement between NACR and Customer) to the contrary, Customer acknowledges and agrees that the Hosted Services and certain Professional Services are provided by LivePerson on an annual basis and that Customer is signing up for minimum one (1) year commitments to purchase the Hosted Services and applicable Professional Services. Upon termination of the Agreement or the provisioning of the LivePerson Services, Customer shall remove any materials, tags and code placed on Customer’s website as part of the LivePerson Services. In the event of a breach of the Section relating to Customer’s acceptable use of the LivePerson Services, LivePerson shall have the right to immediately cease providing the LivePerson Services.

7. Customer's Compliance with Laws and Terms of Use. Customer shall (i) as required by applicable law or regulation, provide notice to Customer's visitors and obtain consent if required for use of LivePerson's technology (such as, regarding LivePerson's monitoring features), in Customer's privacy policy and as otherwise required; (ii) comply with (or otherwise agree to) LivePerson's Terms of Use as posted on <http://solutions.liveperson.com/company/policies/termsfuse.asp>; (iii) be responsible for its employees and agents that use the LivePerson Services provided pursuant to the Agreement; and (iv) use the LivePerson Services in compliance with applicable law and regulation.
8. Monitoring of the LivePerson Services. Customer acknowledges and agrees that LivePerson may, in its sole discretion, review, modify, relocate, remove or otherwise eliminate any content or other material sent through or otherwise included in the LivePerson Services by Customer or anyone on behalf of or for the benefit of Customer.
9. Third-Party Beneficiary. Customer agrees that (1) LivePerson is a third-party beneficiary to the Agreement; and (2) such provisions are made expressly for the benefit of LivePerson and are enforceable by LivePerson in addition to NACR.
10. No Warranty. TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, LIVEPERSON AND LIVEPERSON'S SUPPLIERS DISCLAIM ANY AND ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF NON-INFRINGEMENT, SATISFACTORY QUALITY, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. NACR IS NOT AUTHORIZED TO MAKE ANY REPRESENTATION OR WARRANTY ON BEHALF OF LIVEPERSON AND LIVEPERSON'S SUPPLIERS.
11. Limitation of Liability. CUSTOMER AGREES THAT LIVEPERSON SHALL NOT BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR DAMAGES FOR LOSS OF PROFITS, SAVINGS, REVENUE OR USE, OR FOR DAMAGED FILES OR DATA, OR FOR BUSINESS INTERRUPTION, REGARDLESS OF HOW ARISING, AND REGARDLESS OF WHETHER ADVISED BEFOREHAND OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL LIVEPERSON'S ENTIRE LIABILITY ARISING OUT OF OR RELATING TO THE AGREEMENT, THESE ADDITIONAL TERMS, OR ANY OF THE LIVEPERSON SERVICES EXCEED THE AMOUNT THAT CUSTOMER HAS ACTUALLY PAID NACR FOR LIVEPERSON SERVICES DELIVERED BY LIVEPERSON PURSUANT TO THE AGREEMENT DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE ON WHICH THE CAUSE OF ACTION AROSE. THE FOREGOING LIMITATIONS AND EXCLUSIONS WILL APPLY (A) REGARDLESS OF WHETHER THE CAUSE OF ACTION ARISES IN CONTRACT, IN TORT OR OTHERWISE; AND (B) NOTWITHSTANDING THE FAILURE OF THE ESSENTIAL PURPOSE OF ANY REMEDY OR NEGLIGENCE. 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.
12. Indemnity. If a third party claims against LivePerson that (a) Customer's intellectual property or content provided to LivePerson infringes such third party's patent, copyright or trademark or other intellectual property right; (b) the third party has been damaged by an act or omission constituting Customer's breach of the Agreement and/or these Additional Terms; or (c) the third party has been damaged from Customer's use of the LivePerson Services under the Agreement and/or these Additional Terms, Customer will defend, indemnify and hold LivePerson harmless from and against that claim at Customer's expense and pay all costs, damages and reasonable attorney's fees finally awarded by a court of competent jurisdiction.
13. Compliance. Upon request, Customer will provide NACR and LivePerson with all assistance and information required to enable NACR and LivePerson to determine whether Customer is in compliance with the Agreement and these Additional Terms.
14. Form Terms. Customer agrees that all terms and conditions that are different from, or in addition to, the Agreement and/or these Additional Terms that are presented to either LivePerson or Partner in any documentation, shall be void and of no force or effect.
15. Force Majeure. LivePerson, shall not be liable to Customer or any other person for any delay or failure in providing any services or for loss or damage of any nature whatsoever suffered by the Customer due to disruption or unavailability of communication facilities, utility or Internet service provider failure, acts of war, acts of terrorism, acts of vandalism, acts of god, lightning, fire, strike, unavailability of energy sources or any other causes beyond LivePerson's reasonable control.

16. Data Storage. Customer has the ability to access chat transcripts generated by the Hosted Services hereunder for up to thirteen (13) months after the chat occurs (the "Storage Period"). Customer may request that such transcripts be exported in a readable XML or comparable format during the Storage Period and provided to Customer for an additional fee.

17. Data Privacy. Customer agrees that LivePerson's system monitors user activity and collects and generates data based on such activity, and that such data is processed by LivePerson. Customer shall disclose such information to Customer's end-users via Customer's privacy policy and obtain end-users' consent for the use and processing of the data in accordance with applicable laws, including applicable data protection and privacy laws. Customer shall undertake all necessary measures to meet all requirements of applicable data protection and privacy laws, including without limitation, providing for legally sufficient disclosure and obtaining Customer's end-users' consent for the use and processing of the system data.