



Order Form Q-93038

Customer Details

Sold-to

City of Columbus
77 N Front St
Columbus
OH
43215
United States

Bill-to

Attn: Brandon Jackson
77 N Front St
Columbus
OH
43215
United States
bjackson@columbus.gov

Customer ID/Account: City of Columbus

Subscription Details

Start Date	10/01/2024	Billing Frequency	Annual
End Date	10/01/2029	Payment Terms	Net 30
Term (Months)	12 month base period, plus (4) 12 month option years	Payment Method	Bank Transfer or Check
Auto Renewal	No	Currency	USD
Tax Exempt	Yes	Edition	Elevate

PRODUCTS	QUANTITY	PER MONTH RATE	PER MONTH TOTAL
Talkdesk - CX Cloud Elevate Licenses	300	\$ 57.50	\$ 17,250.00
Talkdesk Premium Care Region 1	1	\$ 2,900.00	\$ 2,900.00
Verint Professional WFM	125	\$ 21.75	\$ 2,718.75
xConnect	300	\$ 9.60	\$ 2,880.00
US-only Care	1	\$ 1,666.67	\$ 1,666.67
Hybrid Cloud	300	\$ 9.00	\$ 2,700.00
Talkdesk - Copilot Premium	300	\$ 30.60	\$ 9,180.00

PRODUCT USAGE RATES	RATE	TYPE
Digital Engagement - Social Messaging - Facebook Messenger Usage	\$ 0.1500	Per Conversation
Digital Engagement - Social Messaging - WhatsApp Business Usage	\$ 0.1500	Per Conversation
Screen Recording Storage Usage	\$ 0.1000	Per GB
Talkdesk - Copilot Premium Usage	\$ 0.0185	Per Minute

PROFESSIONAL SERVICES	TOTAL
Professional Services Custom Bundle - Fixed Fee	\$404,900.00

Professional Services	\$ 404,900.000
Total Base Period	\$ 876,445.00
Option 1 -12 months	\$471,545.00
Option 2 -12 month	\$471,545.00
Option 3 -12 months	\$471,545.00
Option 4 -12 months	\$471,545.00

Other Terms

Customer's subscription to the Talkdesk Services is governed by the Master Subscription Agreement. If Customer and Talkdesk have mutually signed a separate Master Subscription Agreement, that Master Subscription Agreement shall take precedence over the referenced online terms.

Custom Terms

Professional Services Fees: Talkdesk Professional Services will be delivered as a fixed fee engagement of \$ 404,900.00. Any PS work needing additional time shall be scoped as a separate SOW. Billing for Services described in this SOW will occur based on the below Billing Milestones:

1. 40% Project Kick-Off
2. 60% Initial Go- Live

*This does not include AppConnect services which are to be billed 100% at project kick-off. (\$12,500.00 of the total Professional Services Custom Bundle - Fixed Fee, listed above, is for Verint AppConnect Services.)

Additional and optional Professional Services available at the rate of \$250 per hour.

The following monthly usage minutes shall apply to year one of the contract:

Telco usage (via xConnect): 4,500 pooled minutes per agent, per month for a total of 1,350,000 minutes per month.

Co-Pilot Premium: 7,500 pooled minutes per agent, per month for a total of 2,250,000 minutes per month.

Talkdesk estimated City usage minutes for the year one Order Form for City budgetary purposes. Talkdesk and City will perform a true up analysis in June of each year to determine actual usage, true up costs and renewal estimates for the Overage Rates in the next contract year.. City agrees to be billed in arrears at the

Overage Rates below for any actual overages determined by the true-up.

Overage Rates:

Telco usage (via xConnect) - .01

Co-Pilot Premium - .0185

Talkdesk - Copilot Premium

The subscription to this product includes a fair usage limit of up to 7,000 minutes per agent per month. If Customer exceeds the fair usage limit, customer will be billed overage Usage Fees of \$ 0.0185 per minute.

xConnect

The xConnect License Fees for the SIP Trunk Connection assume that each SIP trunk port uses an average of 4,500 minutes or less in each month. Talkdesk may monitor Customer's usage and may invoice Customer Usage Fee each minute of calling in excess of the expected usage in each month at \$ 0.0100 per-minute.

Professional Services Fees: Talkdesk Professional Services will be delivered as a fixed fee engagement of \$404,900.00. Any PS work needing additional time shall be scoped as a separate SOW.

This Order Form is hereby incorporated into and subject to the terms and conditions as set forth the Master Subscription Agreement and its exhibits (collectively, "Agreement"). Customer acknowledges and agrees that any reference to a purchase order in this Order Form or any associated invoice is solely for Customers convenience in record keeping, and no such reference or any delivery of Service to Customer following receipt of any purchase order shall be deemed an acknowledgement of or an agreement to any terms or conditions associated with any such purchase order or in any way be deemed to modify, alter, supersede or supplement the Agreement. The terms and conditions of the Agreement are the exclusive agreement of the parties with respect to the subject matter hereof and no other terms or conditions shall be binding upon Talkdesk or otherwise have any force or effect. The person signing on behalf of Customer represents that it has the full authority to execute and bind Customer to this Order Form. This Order Form shall only be valid and binding if executed by both parties. This Order Form may be executed in one or more counterparts, each of which is an original, and all of which taken together constitute one single document.

AppConnect T&Cs

Unless otherwise agreed to in a separately signed, written agreement between Customer and the respective Third-Party Product provider, Customer's purchase of the following Third-Party Product(s) is subject to the terms and conditions contained at the link(s) below:

PRODUCT NAME	TERMS AND CONDITIONS
Verint Professional WFM	https://www.verint.com/our-company/legal-documents/master-agreement/?redirect-rule=End_user_to_Master_Agreement_page The Verint Hyperlink will be subject to Ohio State and Columbus City Law.

Agreed to and accepted:
City of Columbus

Agreed to and accepted:
Talkdesk Inc.

Signature

Signature

Name: Brett Slater
Title: Manager, Information Systems
Date: July 10, 2024

Name: Raymond Yue
Title: SVP, Finance and Operations
Date: July 10, 2024