



**Order Form**  
**Q-128892**  
**Offer Valid Through: 07/31/2025**

Customer Details

**Sold-to**

City of Columbus  
1111 E Broad Street  
Columbus  
OH  
43205  
United States

**Bill-to**

Attn: Accounts Payable  
77 N Front St  
Columbus  
OH  
43215  
United States  
dotinvoices@columbus.gov  
16146457385

**Customer ID/Account:** City of Columbus

**Subscription Details**

Start Date 10/01/2025  
End Date 09/30/2026  
Term (Months) 12  
Auto Renewal No  
  
Tax Exempt Yes

Billing Frequency Annual  
Payment Terms Net 30  
Payment Method Bank Transfer  
Currency USD  
  
Edition Elevate

PRODUCTS	QUANTITY	PER MONTH RATE	PER MONTH TOTAL
Talkdesk Premium Care Region 1	1	\$ 2,900.00	\$ 2,900.00
xConnect	370	\$ 9.60	\$ 3,552.00
US-only Care	1	\$ 1,666.67	\$ 1,666.67
Hybrid Cloud	370	\$ 9.00	\$ 3,330.00
Talkdesk - Copilot Premium	370	\$ 30.60	\$ 11,322.00
Verint Professional WFM	195	\$ 21.75	\$ 4,241.25
Talkdesk - CX Cloud Elevate Licenses	370	\$ 57.50	\$ 21,275.00
		Total Monthly	\$48,286.92

ONE-TIME PRODUCT FEES	QUANTITY	ONE-TIME RATE	ONE-TIME TOTAL
One-Time Discount	1	\$-500.00	\$-500.00
Add Credits	500	\$1.00	\$500.00
		Total One-Time	\$0.00

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	\$ 99,900.00

Professional Services	\$ 99,900.00
Contract Total	\$ 678,843.04

#### Other Terms

Customer's subscription to the Talkdesk Services is governed by the Master Subscription Agreement located at <https://www.talkdesk.com/terms-of-service/>. If Customer and Talkdesk have mutually signed a separate Master Subscription Agreement, that Master Subscription Agreement shall take precedence over the referenced online terms. Any discount reflected in the pricing above is applicable only to the Initial Term and will not apply to any renewal term.

#### Communication Services.

Communication Services provided pursuant to this Order Form are supplied by TCS LLC., a wholly owned subsidiary of Talkdesk with address in 440 N Barranca Avenue #4375 Covina, CA 91723 and are subject to the terms located at <https://www.talkdesk.com/legal/tax/terms-for-communication-services/>, as updated by Talkdesk from time to time.

#### Custom Terms

Professional Services Fees: Talkdesk Professional Services will be delivered as a fixed fee engagement. 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

#### 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 Payment Terms:** All fees and expenses will be invoiced monthly and will be paid Net/30 based on the date of invoice receipt. Actual, reasonable travel and out-of-pocket expenses, if any, are not included in the Fees and will be invoiced separately.

**Professional Services Fees:** Talkdesk Professional Services will be delivered as a fixed fee engagement of \$ 99,900.00. 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. 100% Billed upon start date

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 Customer's 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	<a href="https://www.verint.com/our-company/legal-documents/master-agreement/?redirect-rule=End_user_to_Master_Agreement_page">https://www.verint.com/our-company/legal-documents/master-agreement/?redirect-rule=End_user_to_Master_Agreement_page</a>

#### Incremental Cost (on top of base contract)

Contract Year	Cost
Base Year	n/a
Option Year 1 (subscription + one-time)	\$207,798.00
Option Year 2	\$107,898.00
Option Year 3	\$107,898.00
Option Year 4	\$107,898.00

Agreed to and accepted:

**City of Columbus**

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Signature

**Name:** Sam Orth

**Title:** Chief Technology Officer

**Date:** June 13, 2025

Agreed to and accepted:

**Talkdesk Inc.**

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Signature

**Name:** Raymond Yue

**Title:** Senior Vice President, Finance and  
Operations

**Date:** June 13, 2025