

## LiveVox Referral Agreement

This Referral Partner Agreement between **LiveVox, Inc.**, a Delaware corporation with offices located at 655 Montgomery Street, Suite 1000, San Francisco, California 94111 ("**LiveVox**" or "**Company**"), and the Referral Partner identified on the signature line below (the "**Referral Partner**"), sets forth the terms under which the Company appoints Referral Partner to act as one of the Company's non-exclusive partners in the Territory (as defined below). The Company reserves the right, without obligation or liability to Referral Partner, to market Services in the same area(s) served by Referral Partner, whether through the Company's own sales force or through other Referral Partners.

### 1.0 DEFINITIONS

**"Agreement"** means this document, including any schedules, exhibits, and any other document that may be referenced in this Agreement.

**"Applicable Law"** means all state, federal, and local laws, rules, regulations, ordinances, and orders applicable to this Agreement.

**"Referral Partner Portal"** means the web-based tool or other URL provided by the Company, by which the Referral Partner can access, among other things, information for the Service. The Company reserves the right to modify the Referral Partner Portal in its sole discretion.

**"Referral Commissions"** is defined in in Section 3.1.

**"Confidential Information"** is defined in Section 3.4.

**"Customer(s)"** means each end user(s) of a Service that has signed a Customer Contract and that was referred to the Company by the Referral Partner and through the direct efforts of the Referral Partner or its Sales Representatives.

**"Customer Contract"** means a Company approved and signed agreement together with all applicable terms of service.

**"Parties"** means the Company and Referral Partner, collectively; and **"Party"** means either the Company or Referral Partner, individually.

**"Sales Representatives"** means those individuals or entities of the Referral Partner, including any subagents, employees,

or contractors of the Referral Partner who are used by the Referral Partner to promote Services on behalf of the Referral Partner.

**"Service"** means any Company-provided service. The Company, in its sole discretion, reserves the right to alter, add to, delete, upgrade, reconfigure, and modify any Service at any time and from time to time. The Company will also endeavor to notify the Referral Partner of any material changes to a Service prior to the effective date of such changes. However, the Company's failure to so notify Referral Partner is not considered a breach of this Agreement, and does not entitle the Referral Partner to any damages, costs or expenses.

**"Service Term"** means the initial term specified in a Customer Contract during which the Company agrees to provide the Service(s) to the Customer. The Service Term must be at least one year.

**"Term"** of this Agreement is defined in Section 7.1.

**"Territory"** means the geographic area in which the Company has legal authority to provide the Service.

**"Unearned Commissions"** means those amounts the Referral Partner is obligated to repay the Company under Section 3.4(c), titled "Unearned Commissions."

### 2.0 AUTHORIZATION

**2.1 Agency Relationship.** The Company hereby authorizes Referral Partner to solicit new customers for LiveVox in accordance with the terms of this Agreement. Referral Partner has no authority to act for or on behalf of the Company except as expressly granted in this Agreement. Any authority not expressly granted under this Agreement is reserved by the Company. Referral Partner must not make any representations to Customers or prospective Customers with regard to any matter under this Agreement, or otherwise, which obligates the Company, or might be construed as obligating the Company, with respect to any matter. Referral Partner, its employees, representatives, Sales Representatives, and agents are not employees of the Company. Referral Partner is solely responsible for the payment of all compensation, benefits, and taxes in

connection with its employees, representatives, Sales Representatives, and agents.

**2.2 Customers; Customer Service.** Customers will at all times be customers of the Company and will remain customers of the Company after any expiration or termination of this Agreement. The Company will service Customers in accordance with its standard practices.

### **3.0 COMMISSIONS**

**3.1 Commission Rates.** The Company will pay Referral Partner the one-time Referral Commission determined in accordance with Schedule A. The Company may, in its sole discretion, modify the Referral Commissions set forth on Schedule A at any time and from time to time.

**3.2 Commission Payments.** Except as otherwise provided in this Agreement or in a schedule and subject to the provisions of Section 3.3 below, Referral Commissions will be paid by the Company by the last day of the month following receipt of payment by the Company.

**3.3 Denial of Commission Due to Fraud or Misrepresentation.** The Company reserves the right to deny any Referral Commission where misrepresentation or fraudulent activity is uncovered by the Company and to recover any Referral Commission paid to Referral Partner relative to fraudulent activity regardless of when the Customer Contract was signed or the length of time the Services have been provided. Any material misrepresentation or fraudulent activity constitutes a material breach of this Agreement giving rise to a termination under Section 7.5.

**3.4 Unearned Commissions.** Referral Partner agrees that should (i) Customer terminate or alter its original order for Service, (ii) Customer delay the implementation of the Service for more than sixty (60) days from the date of the signed Customer Contract, (iii) Customer terminate the Service within one hundred and eighty (180) days from the billing activation date, or (iv) the Company terminates or alters the Service during such one hundred and eighty (180) day period due to a breach of the Customer Contract by Customer or for business purposes, the Company shall have the right to re-coup from Referral Partner any Referral Commissions paid to Referral Partner as a result of the occurrence of any of the foregoing events (each such event causing an "Unearned Commissions"). In such case, the Company may either (i) bill the Referral Partner for such

Unearned Commissions, which bill shall be paid by Referral Partner within thirty (30) days of the date of the applicable Company invoice, or (ii) set-off the amount of such Unearned Commissions against any other Referral Commissions otherwise payable to Referral Partner.

**3.5 Commission Statements; Disputes; Overpayments.** The Company will provide Referral Partner Commissions statement periodically. Each Commissions statement will be deemed correct and binding on Referral Partner unless Referral Partner provides the Company with written notice of any dispute or objection to the information contained in that monthly Commissions statement within thirty (30) days after such report is sent to Referral Partner. If the Company does not receive written notice of a dispute or objection within that 30-day period, Referral Partner waives any disputes with respect to the statement, and the statement is deemed conclusive for determining Referral Commissions. Referral Partner agrees to promptly reimburse the Company in full for any overpayment of Commissions.

**3.6 Taxes.** Referral Partner is responsible for payment of all taxes due as a result of Commissions, or any other payments made to the Referral Partner by the Company under the terms of this Agreement.

**3.7 Chanel Conflict Policy.** Referral Partner agrees that, if Company receives the same customer lead from more than one source, Company, in its sole discretion, will determine which sales channel will receive credit for the sale of Company Services.

### **4.0 CUSTOMER CREDIT STATUS; ORDERS; BILLING.**

**4.1 Right to Reject Orders; Right to Request a Security Deposit.** The Company has the right, in its sole discretion and without liability to Referral Partner, to (i) reject any potential Customer for lack of credit-worthiness or for any other reason, and (ii) to secure a deposit or other credit enhancement from any potential customer in an amount not to exceed that which is permitted by Applicable Law.

**4.2 Credit Checks, Billing and Collections.** The Company is responsible for performing all credit investigations, the generation of all invoices and the collection of all accounts receivables.

**4.3 Acceptance of Services Order Forms.** Proposed referrals are not binding until accepted by the Company in writing. The Company may, in its sole discretion, (i) reject any proposed referral solicited by or through Referral Partner for any reason or no reason; and (ii) terminate any Service in accordance with the Company's termination rights under any applicable tariff, Customer Contract, or as otherwise allowed by Applicable Law, without incurring any liability to Referral Partner or any other person or entity.

**4.4 Referral Partner Portal.** In accessing and using the Referral Partner Portal, Referral Partner shall comply with the rules, regulations, procedures, security requirements, and other processes established by the Company for use of the Referral Partner Portal as may be modified by the Company from time to time ("**Portal Terms of Use**"). The Company has the right to deny Referral Partner access to the Referral Partner Portal if Referral Partner violates any Portal Terms of Use or the Company believes, in good faith, that Referral Partner's access presents a security risk.

## **5.0 OBLIGATIONS OF REFERRAL PARTNER**

**5.1 Conformity with Laws.** Referral Partner must comply at all times with all Applicable Laws and must perform its obligations under this Agreement in accordance with Applicable Law, in a commercially reasonable and businesslike manner, adhering to generally accepted standards of conduct in the cloud services and communications industry.

**5.2 Customer Credit Information.** When requested by the Company, Referral Partner agrees to cooperate with the Company in obtaining financial and other credit information with respect to any Customer or prospective Customer.

**5.3 Proper Representation.** Any statements or representations made by Referral Partner to third parties with respect to the Company and its Services must be true, accurate, not misleading, and conform to and be consistent with the terms and conditions of this Agreement.

**5.4 Marketing Materials.** During the Term, the Company will make available, via the Referral Partner Portal (or as otherwise agreed to by the Company), sales literature, forms, and other Company-related information at no charge to Referral Partner. The materials provided by the Company may be used by Referral Partner in performing its activities under this Agreement. Referral Partner is prohibited from developing and using its own marketing materials to perform its obligations under this Agreement.

**5.5 Prices and Rates.** Referral Partner may not set prices or rates or bill or collect for Service. Unless agreed to by the Company in writing, Referral Partner may not add any additional fee, commission, kickback, or surcharge of any kind to be paid by the Customer to

Referral Partner or the Company. Referral Partner may not offer any special promotions or discounted rates to Customers.

**5.6. Business Strategy and Referral Partner Expenses.** Referral Partner is solely responsible for developing its own business and marketing strategy for the promotion and sale of Services and for the recruitment of its own Sales Representatives, if any. Referral Partner is solely responsible for all its costs and expenses incurred in connection with its performance under this Agreement.

**5.7. Ability to Perform.** Referral Partner represents and warrants that: (a) it has not been requested to disclose to the Company, or to use on behalf of the Company, any confidential information belonging to a third party, and that Referral Partner will not use any such confidential information as it may now have or hereafter acquire from time to time on behalf of the Company; (b) there are no restrictions imposed on Referral Partner by third parties that would limit its ability to perform its obligations under this Agreement; and (c) Referral Partner is not a party to any agreement with, and has no obligation to, any third party, which could obligate the Company to pay a commission or any portion of its revenue or any other amount to a third party.

**5.8. Sales Representatives.** Referral Partner is solely responsible for any acts or omissions of its Sales Representatives; provided, however, that the Company has the right, in its sole discretion, but not obligation and without liability, to prohibit any Sales Representative from performing any acts under this Agreement.

## **6.0 INDEMNIFICATION AND WARRANTIES**

**6.1. Referral Partner Indemnification.** As used in this Article 6, "Referral Partner" includes Referral Partner, its employees, representatives, Sales Representatives, and other agents. Referral Partner will indemnify, defend, and hold the Company and its officers, directors, stockholders, employees, agents and affiliates harmless from and against any and all claims, damages, expenses, judgments, and losses, including reasonable attorney fees and expenses incurred by the Company in investigating, defending, and/or settling claims, arising from or in connection with: (a) the acts or omissions of Referral Partner in connection with its obligations or performance under this Agreement, including any alleged or actual fraud or misrepresentation; (b) Referral

Partner's failure to pay any compensation, benefits, or taxes in connection with its employees, representatives, Sales Representatives, and agents; (c) any claim that the Company owes a commission or any portion of revenue or other amount to a third party; (d) any breach of this Agreement by Referral Partner; and (e) any unauthorized transfer of Customers either to or from the Services. In addition to any other remedies available to the Company, the Company has the right of set-off for all such unsatisfied indemnity obligations against any Referral Commissions or other amounts due to Referral Partner from the Company.

**6.2. Limited Warranty.** Except as expressly set forth in this Agreement, the Company makes no representation or warranty, whether express or implied, with respect to this Agreement or as to the quality, completeness, merchantability, or fitness of any Service for a particular purpose. All such warranties are hereby expressly excluded and disclaimed.

**6.3. Limitation of Liability.** Referral Partner acknowledges that the Company is not liable for any interruption of any Service, whether within or outside of the Company's control. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT TO THE CONTRARY, NEITHER THE COMPANY NOR REFERRAL PARTNER IS LIABLE (WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE), THROUGH INDEMNIFICATION OR OTHERWISE, TO THE OTHER PARTY FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL, PUNITIVE, OR ANY OTHER EXEMPLARY DAMAGE OF ANY KIND OR NATURE ARISING IN ANY MANNER FROM THE BREACH OF THIS AGREEMENT OR THE PERFORMANCE OR NON-PERFORMANCE OF ITS RESPECTIVE OBLIGATIONS HEREUNDER. THE COMPANY'S TOTAL LIABILITY UNDER THIS AGREEMENT IS LIMITED TO \$5,000. The foregoing does not, however, limit the amount of Referral Commissions (if any) due to Referral Partner under the terms of this Agreement.

**6.4. Confidential Information.** "Confidential Information" includes, but is not limited to, the following: this Agreement, agent information and lists, customer information and service records, employee record s/lists, customer proprietary network information ("**CPNI**"), compensation data, use of the Company's name other than direct Customer interaction as minimally necessary to perform the Party's obligations under this Agreement, computer

processes or contents, programs and codes, technological data of any type, Customer lists and information, research and development strategies, Customer preferences, marketing strategies, financial information, proprietary production processes, pending projects and proposals, and any other information or data provided by one Party to the other Party that would be reasonably ascertainable as confidential.

Referral Partner and the Company acknowledge and agree that on and after the date of this Agreement and for a period of two (2) years following its termination, each Party will hold in the strictest confidence, and will not use or disclose to any person, firm, corporation or other entity without the written authorization of the other Party, any Confidential Information in its possession pertaining to the other Party, except: (a) as may be ordered by a court of competent jurisdiction over a claim involving the subject matter of such Confidential Information, and (b) such disclosure to Sales Representatives as is needed for the marketing of Services. Referral Partner must, during the term of this Agreement, refrain from making any uncomplimentary references or suggestion concerning the Company, its Services, employees, officers, managers or Customers. Referral Partner acknowledges and agrees that its breach of this [Section 6.4](#) would cause the Company irreparable harm. Accordingly, the Company may seek and obtain damages as well as injunctive relief against the breach or threatened breach of this [Section 6.4](#) in addition to any other remedies to which the Company may be entitled. Referral Partner acknowledges that all CPNI remains confidential indefinitely, as required by Applicable Law.

**6.5. Logos.** Referral Partner may not use the name, logos, trade names, and service marks, trademarks, printed material, or art work of the Company, in any promotional or advertising material, statement, document, press release, broadcast, or other communication without the Company's prior express written consent, which consent is at the Company's sole discretion. Referral Partner's use of advertising materials produced by the Company and delivered to the Referral Partner is presumed to be approved by the Company for the sole purpose of marketing Services on behalf of the Company under this Agreement.

**6.6. Survival.** The provisions of this [Article 6](#) survive any termination of this Agreement.

## 7.0 TERM AND TERMINATION

**7.1. Term and Renewal.** The term of this Agreement is for an initial period of one (1) year from the date it is signed by LiveVox and then automatically renews for consecutive one (1) year periods unless one Party provides the other with written notice of non-renewal which, to be effective, must be given at least sixty (60) days before the end of the then current term. The initial 1-year period and any subsequent renewals are collectively referred to as the "**Term**".

**7.2. Termination.** If Referral Partner: (a) for any reason, ceases to conduct business; (b) becomes subject to the control of any court-appointed receiver or trustee, (c) files or has filed against it (i) a general assignment for the benefit of creditors, (ii) a petition in bankruptcy, (iii) a petition seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar effect under any statute, law, or regulation, (d) consents to or acquiesces in the appointment of a custodian, trustee, receiver, or liquidator of it or all or any substantial part of its assets or properties; (e) through its stockholders, members or partners takes any action looking to its dissolution, winding-up or liquidation; or (f) becomes subject to any order for relief entered against it by a bankruptcy court or other court of competent jurisdiction, then the Company may terminate this Agreement upon ten (10) days prior written notice to Referral Partner. Termination pursuant to this [Section 7.2](#) or [Section 7.3](#), or [Section 7.4](#) terminates all obligations by the Company to pay Referral Commissions other than as provided in [Section 7.7](#) below.

**7.3. Termination for Regulatory Violation.** The Company will provide the Referral Partner written notice of any Customer complaint filed with any state or federal regulatory or consumer protection agency or group against the Referral Partner, any of its employees, representatives, Sales Representatives, or against the Company as a result of representations or actions of the Referral Partner, any of the Referral Partner's employees, representatives, Sales Representatives, or other agents. Referral Partner has three (3) business days after receipt of such notice to resolve the complaint to the reasonable satisfaction of the Company. If Referral Partner fails to resolve the complaint to the Company's reasonable satisfaction, the Company may, in its sole discretion, terminate this Agreement immediately upon written notice to Referral Partner. In

addition, if Referral Partner or any of its employees, representatives, Sales Representatives, or other agents submits to the Company names of Customers for which any documentation were either forged, unethically obtained, or for which Referral Partner or any of its employees, representatives, Sales Representatives or other agents were acting outside of the rights granted under the Customer's LOA, then the Company may, in its sole discretion, (i) terminate this Agreement immediately upon written notice to Referral Partner, or (ii) suspend accepting any additional referrals from Referral Partner until it has taken action to correct its inappropriate marketing practices.

**7.4. Termination for Other Breach of Agreement.** The Company has the right to terminate this Agreement immediately upon written notice to Referral Partner if Referral Partner commits a material breach of this Agreement. In its sole discretion, the Company may provide Referral Partner ten (10) days' written notice in which to cure the identified breach. If such breach is not cured within the ten (10)-day cure period, this Agreement may be immediately terminated by the Company upon written notice to Referral Partner.

**7.5. Termination Without Cause.** Either Party may terminate this Agreement, without cause, upon thirty (30) days' prior written notice to the other Party.

**7.6. Payment of Commissions.** The Company will pay Referral Partner any unpaid Referral Commissions earned through the effective date of any termination, subject to the Company's right of set-off amounts owed to it by Referral Partner under this Agreement, and subject to the Company's rights with respect to Unearned Commission. Referral Commission payment under this clause will be made within ninety (90) days of the date of termination.

**7.7. Use of Materials and Proprietary Information Following Termination.** Upon termination of this Agreement by either Party, Referral Partner must immediately cease and desist from the use, if any, of all Company logos, trade names, service marks, trademarks, Confidential Information (including copies and summaries thereof), and marketing materials.

## 8.0 MISCELLANEOUS

**8.1. Assignment.** Referral Partner may not assign or otherwise transfer (including, without limitation, a transfer due to a change of control of Referral Partner) any of its rights or obligations under this Agreement without the prior written consent of the Company. LiveVox may assign or otherwise transfer any of its rights under this Agreement to any of its affiliates without the prior consent of Referral Partner.

**8.2. Notices.** All notices and other communications under this Agreement must be in writing and will be deemed to have been delivered in the absence of evidence of earlier delivery: (a) on the delivery date, if delivered by hand; (b) the next business day after being deposited for delivery with a recognized overnight courier; or (c) three (3) business days after deposit in the mail. Notices sent to the Referral Partner must be sent to the Referral Partner at its address set forth on the signature page below and any notice to the Company should be sent to the address specified in the first paragraph of this Agreement. Either Party may, by similar notice given, change the notice address to which future notices or other communications will be sent. In addition, the Company may post in the Referral Partner Portal any statement, records, or notice, which will be deemed given when so posted.

**8.3. Governing Law; Venue; Waiver of Jury Trial.** This Agreement will be governed by, and construed and enforced in accordance with, the laws of the State of New York without regard to its conflict of law principles. *Each Party voluntarily and irrevocably waives trial by jury in any action or other proceeding brought in connection with this Agreement.* Any actions or lawsuits will be conducted solely on an individual basis and the Parties expressly waive any right to bring any action, lawsuit or proceeding as a class or collective action, private attorney general action or in any other proceeding in which any party acts or proposes to act in a representative capacity.

**8.4. Severability.** If any term contained in this Agreement is adjudicated to be illegal or unenforceable, all other terms of this Agreement remain in force and effect.

**8.5. Entire Agreement; Amendments.** This Agreement sets forth the entire understanding of the Parties and supersedes any and all prior agreements, arrangements and understandings concerning its subject matter. This Agreement may only be amended in a writing signed by the Parties.

**8.6. Waivers; Remedies.** Failure of either Party to insist upon the strict compliance by the other Party with any of the terms will, not be construed as a waiver of any subsequent breach. The election by either Party of any right or remedy contained in this Agreement is not exclusive of any other rights or remedies other than as may be limited explicitly in this Agreement.

**8.7. Counterparts; Electronic Signatures.** This Agreement may be executed in one or more counterparts, all of which taken together constitute one and the same instrument. Electronic signatures have the same force and effect as originals, for all purposes.

**8.8. Force Majeure.** Each Party's delay in, or failure of, performance under this Agreement will be excused to the extent that such failure or delay is caused by Acts of God, acts of civil or military authority, government regulations, embargoes, epidemics, war, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, strikes, power blackouts, cable cuts, volcanic action, other major environmental disturbances, unusually severe weather conditions, inability to secure products or services of other persons or transportation facilities, or acts or omissions of transportation common carriers or other causes beyond the reasonable control of that Party. If any force majeure event occurs, the affected Party will give reasonable notice to the other Party and take reasonable steps to correct the excuse of performance condition.

**8.9. Third Parties.** Except for LiveVox and its subsidiaries, no person (including any Customer) there are no third-party beneficiaries of this Agreement.

**8.10. Authority to Execute.** Each person executing this Agreement on behalf of a Party represents and warrants to the other Party that he/she is duly authorized to execute and deliver this Agreement on behalf of such Party, and that execution of this Agreement does not violate any other agreement by which a person executing this Agreement is bound.

**8.11. Captions and Interpretation.** The captions and section numbers in this Agreement are inserted only as a matter of convenience, not to be used to construe, define, limit, or describe the scope or intent of the provisions of this Agreement. The term "including" means "including, but not limited to." Singular means the plural and plural means the singular where the context so requires.

**8.12. Agreement Not to Solicit Customers.** The Referral Partner agrees that during the Term of this Agreement and for a period of twenty four (24) months after the termination of this Agreement for any reason, Referral Partner will not, for itself, as a consultant, management, supervisory or executive employee of any company, partnership, or business concern, or as an independent contractor, or agent for any company, partnership, or business concern, directly or indirectly, solicit or attempt to solicit, divert, or appropriate away from the Company, any customer for the purposes of inducing them to switch to another service provider that competes with the Company.

**8.13. Agreement Not to Solicit Employees.** Referral Partner agrees that during the Term and for a period of twenty-four (24) months after the termination of this Agreement for any reason, Referral Partner will not, for itself, as a consultant, management, supervisory or executive employee of any company, partnership, or business concern, or as an independent contractor, or agent for any company, partnership, or business concern, directly or indirectly, solicit or attempt to solicit, divert, or hire away, to any competing business, any other sales representative or other employee of the Company.

**8.14. Remedies for Breach or Violation of Sections 8.12 or 8.13.** Referral Partner and the Company each acknowledge and agree that, by virtue of the duties and responsibilities attendant to their respective obligations under this Agreement and the special knowledge of the other Party's affairs, business, clients, and operations, that irreparable loss and damage will be suffered if a Party violate any of the covenants and agreements contained in Sections 8.12 and 8.13; and each of the Company and Referral Partner further acknowledge and agree that each of such covenants are reasonably necessary to protect and preserve the business of such Party. The Company and Referral Partner, therefore, agree and covenant that, in addition to any other remedies available to it; it will be entitled to seek an injunction to prevent a breach or contemplated breach by the other Party of any of the covenants or agreements contained in such Sections.

**IN WITNESS WHEREOF**, the Parties have executed this Agreement as of the date shown below their respective signatures and this Agreement will not be effective until the date of LiveVox's execution below.

**REFERRAL PARTNER:**

By:  
Name:  
Title:  
Date:

**LIVEVOX, INC:**

By:  
Name:  
Title:  
Date:

**Required Partner Company Information (all fields must be filled out)**

Full Legal Name of Channel Partner:  
Address:  
Email:  
Attn:



**Schedule A**  
**Services and Commissions**

**Referral Commissions**

Referral Commissions will be calculated based on the number and type of Company Services ordered by a Customer referred to Company by Referral Partner that meet the terms of the Agreement unless the commission for a particular sale has been adjusted as previously agreed between the parties. Capitalized terms used but not defined have the meanings set forth in the Agreement. Wherever there is a conflict between the Agreement and this Schedule, this Schedule controls.

**Rate Table For Company Services.** Except as provided in the Commission Exclusions below, Referral Partner will earn a one-time commission based on the Customer's Contracted MRR and contract term length for leads that result in the following installed Company Services:

Services	Referral Commission
All Qualifying Company Services (Subject to the Commission Exclusions below)	Agreement for Services with a twelve (12) month Service Term: <b>One-time payout at one times the Contracted MRR (1.0 X)</b>
	Agreement for Services with a twenty-four (24) or thirty-six (36) month Service Term: <b>One-time payout at two times the Contracted MRR (2 X)</b>

**Commission Exclusions**

Referral Partner will not be paid any Commission on any equipment purchase, rentals or maintenance programs, Third Party access/Customer provided access, consolidated billing fees and/or passthrough charges, direct inward dialing services, installation fees, activation, any other non-recurring charges, any charges associated with trial programs, or any taxes, surcharges, shipping fees or other miscellaneous fees, or the sale of any Services on a wholesale basis. Company reserves the right to add or remove Services at any time.

**Special Pricing Exception:** The Company reserves the right to alter Commissions for any Service not provided at then-current rates.

**Definitions**

**Contracted MRR:** Contracted Monthly Recurring Revenue as recognized by LiveVox is the monthly minimum contracted revenue amount, and does not include usage revenue above contracted MRR, equipment charges, deployment, training, shipping, line discounts, governmental fees, taxes and surcharges, Company fees and surcharges, franchise fees, other pass through charges, and one-time or non-recurring charges or fees; furthermore, all Service provided on a month-to-month Service Term are expressly excluded from Contracted Monthly Recurring Revenue.