



## FIVE9 TELECOMMUNICATIONS AGREEMENT

This Five9 Telecommunications Agreement, effective as of the Customer signature date below ("*Effective Date*"), is entered into by and between Five9, Inc., a Delaware corporation ("*Five9*"), having offices at 4000 Executive Parkway, Suite 400, San Ramon, CA 94583 and City of Cocoa ("*Customer*"), having offices at 65 Stone St, Cocoa, FL 32922-7982, collectively referred to as the "*parties*".

**1. Scope of Services.** Five9 acting in its capacity as a telecommunications carrier duly licensed by the Federal Communications Commission agrees to provide the Telecommunications Services as set forth in the Service Order to Customer on a restricted, non-transferable basis subject to Customer's compliance with this Agreement. "*Service Order*" means the signed and dated service order that describes the term, fees and other information in connection with the Telecommunications Services being purchased by Customer. "*Agreement*" means these terms and conditions and the Service Order which together shall constitute a fully integrated agreement. "*Telecommunications Services*" means all services being purchased by Customer as identified in the Service Order. Customer shall be solely responsible for all use of the Telecommunications Services under this Agreement and shall not use the Telecommunications Services in an unlawful, illegal, harassing or inappropriate way or take any actions that may result in negative effects to the Telecommunications Services, to Five9 or to its other customers. All rights to use the Telecommunications Services not expressly granted to Customer by Five9 in this Agreement are exclusively reserved by Five9 and prohibited for use under this Agreement.

**2. Billing.** Customer shall pay Five9 the long distance deposit as specified in the Service Order upon which Five9 will activate Customer's account and start the provisioning process. This long distance deposit (TelecomDeposit) shall be applied to the final monthly bill during the initial term of this Agreement or to the final monthly bill provided to the City upon early termination of this Agreement. Customer shall pay Five9 the recurring fees for the Telecommunications Services as set forth in the Service Order ("*Service Fees*"). Customer shall be invoiced on a monthly basis based on their bill date. Customer's billing cycle begins on or immediately following date of the applicable Service Order. Fees for partial months shall be pro-rated.

**3. Payment.** Payments shall be due 45 days after the date an invoice is received. All payments due from Customer and not made within the time specified by this section bear interest from 30 days after the due date at the rate of 1 percent per month on the unpaid balance. Five9 must invoice the Customer for any interest accrued in order to receive the interest payment. Any overdue period of less than 1 month is considered as 1 month in computing interest. Unpaid interest is compounded monthly. Payment of all fees may be made by cash, check or wire transfer of immediately available funds to Five9. Customer shall be responsible for all sales, value-added or similar taxes due under this Agreement. Customer agrees to pay all undisputed charges on a timely basis. In the event that Customer legitimately and reasonably disputes an invoiced amount, Customer will provide Five9 with written notice (via e-mail at [billing@five9.com](mailto:billing@five9.com)) of the amount in dispute and the basis for the dispute. Five9 agrees that it will work with Customer to reasonably and expeditiously resolve the dispute. Failure of Five9 to invoice Customer in a timely manner for any amounts due under this Agreement shall not be deemed a waiver by Five9 of its rights to payment for such amounts and all outstanding amounts shall remain due and payable in full by Customer.

**4. Termination.** Either party may terminate this Agreement for convenience upon ninety (90) days written notice to the other party or upon thirty (30) days written notice to the other party in the event of a breach of any material provision of this Agreement by the other party, provided that during the thirty (30) day period the breaching party failed to cure such breach except the 30-day notice period shall not apply to Customers engaged in unlawful activities. Five9 may suspend or disable Customer's access to the Services for any accounts for which undisputed payment is delinquent providing 10 days' written notice of intent to suspend access or if Five9 has a good faith belief that Customer is using the Services in violation of federal, state or local laws, rules or regulations, (collectively, "*Laws*") or compromising the security or operability of the Services. Five9 agrees that in the event it becomes aware of such actions by the Customer it will promptly notify the Customer of the unauthorized activity and allow the Customer reasonable time to rectify it provided that Five9 reserves the right to immediately suspend Customer's access to the Services if necessary to comply with law or regulation. Resumption of Customer's account following suspension or termination by Five9 is subject to the sole discretion of Five9. Customer's resumption of access to the Services following a suspension by Five9 for the reasons cited in this section will not extend the then-current term, nor result in an extension of the period covered by the prepaid Service Fees.

**5. No Requirement to Offer and Specific Disclaimer of Liability For Emergency Services.** No Requirement to Offer, and Specific Disclaimer of Liability for, Emergency Services. Customer understands and acknowledges that Five9 does not and is not required to provide Emergency Service, in conjunction with the Telecommunications Services or any other services that may be used by Customer in connection with Five9's Telecommunication Services, where "*Emergency Service*" is defined as services that connect a user to emergency services personnel or a public safety answering point ("*PSAP*"), pursuant



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to applicable regulatory requirements. In the United States, Emergency Service is provided by dialing the digits "911" on a wired or a wireless telephone. Telecommunication Services provided by Five9 do not permit the dialing of "911" or any other emergency telephone numbers or a PSAP under any circumstances. Customer recognizes and agrees that: (a) Five9 is not required to offer Emergency Service, pursuant to any Laws; (b) Five9 is not a replacement for Customer's primary telephone service; and (c) neither Five9, its officers, directors, employees, shareholders, affiliates nor agents will be liable for any claim, damage, or loss arising from, or relating to, Customer's use of Five 9's Telecommunications Services or any other service provided hereunder to contact a PSAP or Emergency Services personnel. Customer specifically waives, to the maximum extent permitted by applicable Laws, any and all such claims or causes of action, arising from or relating to Five9's Telecommunications Services or any other service provided hereunder to contact a PSAP or other Emergency Services personnel. CUSTOMER ACKNOWLEDGES AND ACCEPTS THAT FIVE9'S TELECOMMUNICATIONS SERVICES DO NOT INCLUDE EMERGENCY SERVICE. CUSTOMER UNDERSTANDS AND AGREES THAT ADDITIONAL ARRANGEMENTS WITH A THIRD PARTY MUST BE MADE BY CUSTOMER TO ACCESS EMERGENCY SERVICE.

**6. Call Related Compliance.** Customer assumes all liability and responsibility for its use of the Telecommunications Services and agrees to comply with all laws pertaining to the use of telephonic equipment and related telecommunications products and services. If Customer is advised by any party that it does not wish to receive communications from Customer via the Telecommunications Service, then Customer agrees to the extent required by applicable Laws or Customer's policies to promptly honor such do-not-contact requests, including where possible by adding the party to its internal company-specific do not call list in their customer's Services account, and thereafter refrain from calling that party. Customer is solely responsible for obtaining any required consent of or a release from persons or entities to whom or to which Customer intends to send communications using the Service. Customer agrees to contact only those persons who the Customer is legally permitted to contact and only in the manner permitted, under federal, state and local law.

**7. Warranty and Disclaimer.** Each party represents and warrants to the other party that (a) it has the power and authority to enter into and perform all obligations under this Agreement and its various addenda and (b) it will comply with all applicable laws and regulations in its performance under this Agreement. THE FIVE9 TELECOMMUNICATIONS SERVICES ARE DELIVERED ON AN "AS IS" AND "AS AVAILABLE" BASIS. FIVE9 DOES NOT WARRANT THAT THE TELECOMMUNICATIONS SERVICES WILL BE UNINTERRUPTED OR THAT ALL COMMUNICATIONS WILL BE DELIVERED, NOR DOES FIVE9 MAKE ANY TELECOMMUNICATIONS SERVICES WARRANTIES EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, IN RELATION TO THE TELECOMMUNICATIONS SERVICES. FIVE9 DOES NOT WARRANT THAT THE TELECOMMUNICATIONS SERVICES WILL SUCCESSFULLY OPERATE WITH ANY SOFTWARE, HARDWARE, EQUIPMENT OR SOFTWARE SERVICES. Customer understands that the Telecommunications Services may be inaccessible or inoperable due to reasons beyond Five9's reasonable control including but not limited to Customer or its third party partners' equipment or infrastructure malfunctions or service interruptions caused by independent telecommunications providers.

**8. LIMITATION OF LIABILITY.** UNDER NO CIRCUMSTANCES SHALL EITHER PARTY BE LIABLE TO THE OTHER OR ANY OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, SPECIAL, PUNITIVE OR OTHER SIMILAR DAMAGES, LOSSES OR COSTS ARISING OUT OF OR RELATING TO THIS AGREEMENT INCLUDING WITHOUT LIMITATION ANY CLAIMS RELATING TO: (A) LOSS OR CORRUPTION OF DATA; (B) INABILITY TO ACCESS THE SERVICE; (C) PERFORMANCE RELATED DELAYS; (D) COMPUTER VIRUSES; (E) LOSS OF BUSINESS DUE TO INOPERABILITY OR PERFORMANCE OF THE TELECOMMUNICATIONS SERVICES; (F) NON-DELIVERY OR MIS-DELIVERY OF COMMUNICATIONS; (G) THE NEGLIGENT ACTS OF OTHER FIVE9 SUBSCRIBERS; (H) ANY DEFECTS, FAILURES, ERRORS, OMISSIONS OR MISSTATEMENTS IN ANY AND ALL INFORMATION DELIVERED BY OR PROVIDED FOR DELIVERY BY THE TELECOMMUNICATIONS SERVICES; AND (I) LOSS OR LIABILITY RESULTING FROM ACTS BEYOND A PARTY'S CONTROL. EXCEPT FOR A PARTY'S INDEMNIFICATION OBLIGATIONS PURSUANT TO SECTION 10, neither party shall be liable for any claim or judgment, or portion thereof, to any one person for over two hundred thousand dollars (\$200,000.00), or any claim or judgment, or portion thereof, which, when totaled with all other claims or judgments paid by the State or its agencies and subdivisions arising out of the same incident or occurrence, exceeds three hundred thousand dollars (\$300,000.00).

**9. Indemnification.** To the extent permitted by applicable law, Five9 agrees to indemnify, hold harmless and defend the Customer, its shareholders, directors, officers, employees and agents from and against any action, claim, or damage asserted



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against them by a third party, including reasonable costs and attorney's fees, (collectively, "Claims") arising out of or relating to: (a) any negligent or willful acts or omissions in connection with their duties and responsibilities under this Agreement; (b) breach of this Agreement; and (c) any alleged or actual infringement by the Telecommunications Services of any patent, trademark, copyright, or trade secret provided Customer is using such services as authorized under this Agreement.

To the extent permitted by section 768.28, Florida Statutes, Customer agrees to indemnify, hold harmless and defend Five9, its shareholders, directors, officers, employees and agents from and against any action, claim, or damage asserted against them by a third party, including reasonable costs and attorney's fees, (collectively, "Claims") arising out of or relating to the following limited conditions: (i) the fact that Five9 does not offer Emergency Services to Customer; (ii) Customer's failure to obtain Emergency Service if Customer is required to do so by applicable laws, rules or regulations given that Five9 does not offer Emergency Service; (iii) the unauthorized, illegal or fraudulent use of the Service; and (iv) any Claims arising out of responding to compulsory processes (e.g., subpoenas, interrogatories, depositions, and other forms of discovery or legal process) seeking information about Customer to determine whether Customer has violated any laws.

An indemnified party shall (i) permit the indemnifying party to defend or settle any such claim, provided, however that (x) the indemnifying party shall not enter into any settlement agreement that would result in any admission by the indemnified party or payment by the indemnified party without the indemnified party's prior written consent, and (y) the indemnified party may at its election participate in the defense of such claim, suit or the like through separate counsel at its own expense, and (ii) provide the indemnifying party all reasonable assistance (at the expense of the indemnifying party) in connection with the defense or settlement of any such claim, suit or the like.

**10. Force Majeure.** Neither party shall be held liable or responsible to the other party nor be deemed to have defaulted under or breached this Agreement for failure or delay in fulfilling or performing any term of this Agreement when such failure or delay is caused by or results from causes beyond the reasonable control of the affected party, including but not limited to fire, floods, embargoes, war, acts of war, terror or malice, insurrections, riots, acts of God or acts, omissions or delays in acting by any governmental authority; provided, however, that the party so affected shall promptly notify the other party of the force majeure event and use commercially reasonable commercial efforts to continue performance with reasonable dispatch whenever such events have concluded.

**11. Miscellaneous.** All outstanding payment obligations for services satisfactorily rendered prior to termination, suspension, or expiration of this Agreement and any other obligations in this Agreement that are ongoing obligations of the parties and intended to survive shall survive any termination, suspension or expiration of this Agreement. This Agreement is governed by the laws of the State of Florida without reference to conflicts of laws. Venue for any and all actions arising out of this Agreement shall be the County of Brevard, Florida. No failure or delay in exercising or enforcing any right or remedy under this Agreement, including the failure to invoice in a timely manner shall constitute a waiver of any other right or remedy, or future exercise thereof. If any provision of this Agreement is determined to be invalid under any applicable statute or rule of law, it is only to that extent to be deemed omitted, and the balance of the Agreement shall remain enforceable. Neither party may assign this Agreement in whole or in part without the other party's prior written consent except that either party may assign this Agreement to a successor in interest without requiring such consent in the event of a reorganization, merger, consolidation or sale of all or substantially all of its assets or stock ("Change of Control"). Any attempted assignment not in connection with a Change of Control without the non-assigning party's prior written consent shall be void. In the event of a dispute arising out of this Agreement, each party shall be responsible for its own attorney's fees. All notices, authorizations, and requests in connection with this Agreement shall be deemed given one (1) business day after they are sent by air express courier or upon receipt if sent by electronic mail (with receipt confirmation of successful delivery). All notices shall be delivered to Five9 via email (currently [billing@five9.com](mailto:billing@five9.com)) or to its then-current corporate headquarters as listed on the Five9 website; and to Customer at its billing address or email address as provided by Customer to Five9. Customer agrees that this Agreement, including the Service Order, comprises the entire understanding between Five9 and Customer, and supersedes any prior agreements or correspondence them with respect to the subject matter of this Agreement. The parties expressly agree that this Agreement does not in any manner convey any rights or remedies upon any person or entity other than the parties executing this Agreement and their respective successors and assigns. No amendment of this Agreement will be binding unless it has been signed by Customer and Five9. This Agreement may be executed in counterparts, each of which will be deemed an original and taken together will constitute one single agreement between the parties with the same effect as if the signatures were upon the same.

**12. Confidential Information.** Confidential information shall mean non-public information of a party to this Agreement which the Customer is not required by the Florida Public Records Act, Ch. 119, Florida Statutes, to publicly disclose for inspection and copying. Confidential Information of Five9 includes its proprietary software and algorithms, methods, techniques, and processes revealed by the Software that constitute a trade secret as defined in Section 812.081, Florida Statutes, and as provided for in Sections



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815.04(3) and 815.045, Florida Statutes. Confidential Information does not include information that: (1) is or becomes known to the public without fault or breach of the receiving party; (2) the disclosing party regularly discloses to third parties without restriction on disclosure; or (3) the receiving party obtains from a third party without restriction on disclosure and without breach of a written non-disclosure obligation. Further, the parties agree that Confidential Information does not include Customer data stored within Five9's proprietary software or any input and/or output sensory displays of or from the proprietary software. Each party agrees to keep confidential and not disclose to any third party, and to use only for purposes of performing or as otherwise permitted under this Agreement, any Confidential Information.

**13. Public Records.** Pursuant to Chapter 119, Florida Statutes, FIVE9 agrees that any records, documents, transactions, writings, papers, letters, computerized information and programs, maps, books, audio or video tapes, films, photographs, data processing software, writings or other material(s), regardless of the physical form, characteristics, or means of transmission, of FIVE9 related, directly or indirectly, to the services provided to the Customer under this Agreement and made or received pursuant to law or ordinance or in connection with the transaction of official business by the Customer, may be deemed to be a public record, whether in the possession or control of the Customer or FIVE9. Said records, documents, transactions, writings, papers, letters, computerized information and programs, maps, books, audio or video tapes, films, photographs, data processing software, writings or other material(s), regardless of the physical form, characteristics, or means of transmission of FIVE9 are subject to the provisions of Chapter 119, Florida Statutes, and may not be destroyed without the specific written approval of the Customer's designated custodian of public records. Upon request by the Customer, FIVE9 shall promptly supply copies of said Public Records to the Customer. All books, cards, registers, receipts, documents, and other papers in connection with this Agreement shall at any and all reasonable times during normal business hours of the FIVE9 be open and freely exhibited to the Customer for the purpose of examination and/or audit. Failure by FIVE9 to grant such access and comply with public records laws and/or requests shall be grounds for immediate unilateral cancellation of this Agreement by the Customer upon delivery of a written notice of cancellation. If the FIVE9 fails to comply with this Section, and the Customer must enforce this Section, or the Customer suffers a third party award of attorney's fees and/or damages for violating Chapter 119, Florida Statutes, due to FIVE9's failure to comply with this Section, the Customer shall collect from FIVE9 prevailing party attorney's fees and costs, and any damages incurred by the Customer, for enforcing this Section against FIVE9. And, if applicable, the Customer shall also be entitled to reimbursement of all attorneys' fees and damages which the Customer had to pay a third party because of the FIVE9's failure to comply with this Section. The terms and conditions set forth in this Section shall survive the termination of this Agreement.

**14. Sovereign Immunity.** The Customer intends to avail itself of the benefits of Section 768.28, Florida Statutes and any other statutes and common law governing sovereign immunity to the fullest extent possible. Neither this provision nor any other provision of this Agreement shall be construed as a waiver of the Customer's right to sovereign immunity under Section 768.28, Florida Statutes, or other limitations imposed on the Customer's potential liability under state or federal law.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement by their respective duly authorized officer.

Customer

By:

Name:

Title:

Date:

John A. Titkanich, Jr.  
AICP, ICMA-CM

City Manager

7/10/2018

Five9, Inc.

By:

Name:

Title:

Date:

DocuSigned by:

Homero Salinas

208360150136483  
Homero Salinas

VP of SMB Sales

4/30/2018 | 13:10 PDT

## Five9 Service Order



This Service Order, collectively with the Five9 Telecommunications 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.

<b>Customer Name:</b> Verteks Consulting - City of Cocoa  <b>Account Number:</b> 111852  <b>Shipping Address:</b> 65 Stone St Cocoa FL 32922-7982  <b>Contact:</b> Robert Beach  <b>Phone:</b> 3214338550  <b>Email:</b> rbeach@cocoafl.org	<b>Order Type:</b> New Order  <b>Order Term:</b> 12 Months  <b>Renewal Term:</b> Up to two additional 12 month terms upon mutual agreement of the parties.  <b>Billing Frequency:</b> Monthly  <b>Payment Method:</b> Check  <b>Five9 Account Executive:</b> Melissa McPhun  <b>Phone:</b> (925) 201-2069  <b>Email:</b> mmcphun@five9.com
<b>Quote / Order #:</b> Q-51902  <b>Quote Expires:</b> 5/15/2018	

DID Subscription	1.15 VCC Phone Numbers	Number	1	USD 5.00	USD 5.00
Total Due:					USD 5.00

## ACCEPTANCE OF ORDER

### Customer

By:

Name: John A. Titkanich, Jr.

AICP, ICMA-CM

Title: City Manager

Date: 7/10/2018

Five9, Inc.

DocuSigned by:

By:

Homero Salinas

20835215D1354931

Name: Homero Salinas

Title:

VP of SMB sales

Date

4/30/2018 | 13:10 PDT

RESPORG DID	1.15 VCC Phone Numbers	Number	1.00	USD 15.00	USD 15.00
Telecom Deposit	1.17 VCC Telecommunications	Concurrent User	10.00	USD 75.00	USD 750.00
<b>Total Due:</b>					<b>USD 765.00</b>

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

Professional Services (including training) fees do not include travel and expenses for on-site work. Customer will be invoiced for these expenses at actual costs.

Upon account activation, Customer will have 24/7 access to Five9 Customer Support.

#### Terms of Service Order

Unless otherwise defined in this Service Order, capitalized terms shall have the meanings set forth in the Agreement. You represent that you have reviewed and agreed to the terms and expressly agree to all of the terms of this Service Order as of the date hereof (in the case of electronic signature, as of the date of that electronic signature), and in their then-current form on the date of any renewal of the Agreement. This Service Order will remain in effect until all subscriptions ordered under this Service Order have expired or have been terminated.

#### Communication Charges

Local, long distance and any related surcharges, taxes or fees shall be billed monthly and shall cover all call activity incurred by you since the previous billing date. Local and long-distance charges accrue on a call-by-call basis. You are responsible for any call activity incurred through your account. All rates quoted are set forth in US \$ per minute. Rates subject to change on ninety (90) day notice. Detailed call reporting is available in Five9 Call Log reports. Rate lookup feature is available in Administrator role.

#### Fees and Payment

Subscriptions added during a given term will be pro-rated and billed for the remainder of the then-current term at the pricing applicable to then-existing subscriptions. Notice of a reduction in the quantity of any of the Services ordered above must be provided in writing at least thirty (30) days in advance. Five9 reserves the right to change fees or to institute new fees at any time. You will be notified at least ninety (90) days in advance of the effective date of changes in fees or new fees via email. All fees listed in this Service Order are exclusive of any taxes. You will be responsible for all taxes, including sales or use taxes, imposed on such amounts, excluding taxes on Five9's net income. Payments shall be due 45 days after the date an invoice is received. All payments due from Customer and not made within the time specified by this section bear interest from 30 days after the due date at the rate of 1 percent per month on the unpaid balance. Five9 must invoice the City for any interest accrued in order to receive the interest payment. Any overdue period of less than 1 month is considered as 1 month in computing interest. Unpaid interest is compounded monthly. If any undisputed amount owing by you for the Services is 30 or more days overdue, Five9 may, without limiting its other rights and remedies, suspend your access to the Services until such amounts are paid in full. Five9 will give you at least 10 days prior notice that your account is overdue before suspending access to the Services. You will communicate to Five9 complete and accurate billing and contact information on the Services at all times. All prepaid fees under this Agreement are non-refundable, except if your account is closed in good standing, under the terms of this Agreement, with all undisputed balances paid in full, the unused balance of Prepaid Long Distance shall be refunded to you. The Telecom Deposit shown above shall be applied to the final month's bill.

**FIVE9 TELECOMMUNICATIONS AGREEMENT****ADDENDUM A****Local and Long Distance Rate Tables**

**Communication Charges:** Local, long distance, and any related surcharges, taxes or fees shall be billed monthly and shall cover all call activity incurred by the Customer since the previous Customer Bill Date. Local and long-distance 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 and Pacific Standard Time as the originating time for each call. Customer's billed usage includes any and all connected calls, whether outbound or inbound, as determined by Five9's billing system. All connections to the Five9 server via "PSTN" (analog telephone line) rather than VoIP (internet) are billed as an outbound call for the entire connection time, and can substantially increase the bill. All calls are billed based on carrier connection made, regardless of agent connection to the call. Reporting of detailed call records is available from several reports, such as "CallLog1", in the Administrator or Supervisor portion of the Five9 system.

Type	Outbound	Inbound	Initial / Incremental Billing Increments (in seconds)
Interstate (US)	0.0100	0.0100	6.0/6.0
Intrastate (US)	0.0100	0.0100	6.0/6.0
Alaska	0.11700	0.19360	6.0/6.0
Hawaii	0.08160	0.03250	6.0/6.0
Canada	0.01600	0.03940	30.0/6.0
Other 10 digit calls	Market Rate	Market Rate	6.0/6.0
Other International	Market Rate	Market Rate	varies
Outbound to toll free	0.0140	N/A	6.0/6.0
Directory Assistance	1.00000	N/A	60.0/60.0

**Notes:** All rates quoted in US\$ per minute. Interstate calls are calls where the call originates and terminates in different states based upon the ANI and DNIS. Intrastate calls are calls where the call originates and terminates in the same state based upon the ANI and DNIS. Rates subject to change with 90 day notice; reduction in rates may occur without notice. Any call (xxx)- 555-xxxx is billed as Directory Assistance. Payphone: \$0.80 connection fee per call, plus prevailing call charges. All inbound calls, whether to 8xx "toll free" numbers or area code specific DIDs are subject to the rates shown. Detailed call reporting is available in Five9 Call Log reports. Rate lookup feature is available in Administrator role. All rates shown above are for comparison to rates quoted by telephone providers. Actual billing rates in Call Log data and invoicing include a surcharge relating to the cost of applicable surcharge, tariffs, and other fees.

Five9 recommends that Customer 'scrub' its lists prior to use to remove unwanted call numbers.