

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM 10-K

ANNUAL REPORT PURSUANT TO SECTION 13 OR 15(d)
OF THE SECURITIES EXCHANGE ACT OF 1934
For the Fiscal Year Ended December 31, 2017

OR

TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d)
OF THE SECURITIES EXCHANGE ACT OF 1934
For the Transition Period from to
Commission File Number 000-30141

LIVEPERSON, INC.

(Exact Name of Registrant As Specified in Its Charter)

Delaware
(State of Incorporation)

13-3861628
(I.R.S. Employer
Identification Number)

475 Tenth Avenue, 5th Floor
New York, New York 10018
(Address of Principal Executive Offices) (Zip Code)
(212) 609-4200
(Registrant's Telephone Number, Including Area Code)

Securities registered pursuant to Section 12(b) of the Act:

Title of Each Class

Name of Each Exchange on Which Registered

Common Stock, par value \$0.001 per share

The NASDAQ Stock Market LLC

Securities registered pursuant to Section 12(g) of the Act: **None**

Indicate by check mark if the registrant is a well-known seasoned issuer, as defined in Rule 405 of the Securities Act. Yes No

Indicate by check mark if the registrant is not required to file reports pursuant to Section 13 or Section 15(d) of the Act. Yes No

Indicate by check mark whether the registrant: (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes No

Indicate by check mark whether the registrant has submitted electronically and posted on its corporate Web site, if any, every Interactive Data File required to be submitted and posted pursuant to Rule 405 of Regulation S-T during the preceding 12 months (or for such shorter period that the registrant was required to submit and post such files). Yes No

Indicate by check mark if disclosure of delinquent filers pursuant to Item 405 of Regulation S-K is not contained herein, and will not be contained, to the best of registrant's knowledge, in definitive proxy or information statements incorporated by reference in Part III of this Form 10-K or any amendment to this Form 10-K.

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, smaller reporting company or an emerging growth company. See definition of "large accelerated filer," "accelerated filer," "smaller reporting company" and "emerging growth company" in Rule 12b-2 of the Exchange Act. (Check one).

Large accelerated filer

Accelerated filer

Non-accelerated filer

Smaller reporting company

Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act). Yes No

The aggregate market value of the voting common stock held by non-affiliates of the registrant as of June 30, 2017 (the last business day of the registrant's most recently completed second fiscal quarter) was approximately \$576,609,286 (computed by reference to the last reported sale price on The Nasdaq Global Select Market on that date). The registrant does not have any non-voting common stock outstanding.

On March 6, 2018, 60,130,524 shares of the registrant's common stock were outstanding.

DOCUMENTS INCORPORATED BY REFERENCE

Portions of the registrant's definitive proxy statement for the 2017 Annual Meeting of Stockholders, which we plan to file subsequent to the date hereof, are incorporated by reference into Items 10, 11, 12, 13 and 14 of Part III of this Form 10-K.

LIVEPERSON, INC.
2017 ANNUAL REPORT ON FORM 10-K
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CAUTIONARY STATEMENT CONCERNING FORWARD-LOOKING STATEMENTS

STATEMENTS IN THIS REPORT ABOUT LIVEPERSON, INC. THAT ARE NOT HISTORICAL FACTS ARE FORWARD-LOOKING STATEMENTS BASED ON OUR CURRENT EXPECTATIONS, ASSUMPTIONS, ESTIMATES AND PROJECTIONS ABOUT LIVEPERSON AND OUR INDUSTRY. THESE FORWARD-LOOKING STATEMENTS ARE SUBJECT TO RISKS AND UNCERTAINTIES THAT COULD CAUSE ACTUAL FUTURE EVENTS OR RESULTS TO DIFFER MATERIALLY FROM SUCH STATEMENTS. THESE FORWARD-LOOKING STATEMENTS ARE BASED ON OUR CURRENT EXPECTATIONS, WHICH MAY NOT PROVE TO BE ACCURATE. MANY OF THESE STATEMENTS ARE FOUND IN THE “BUSINESS” AND “MANAGEMENT’S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS” SECTIONS OF THIS FORM 10-K. WHEN USED IN THIS FORM 10-K, THE WORDS “ESTIMATES,” “EXPECTS,” “ANTICIPATES,” “PROJECTS,” “PLANS,” “INTENDS,” “BELIEVES” AND VARIATIONS OF SUCH WORDS OR SIMILAR EXPRESSIONS ARE INTENDED TO IDENTIFY FORWARD-LOOKING STATEMENTS. ALL FORWARD-LOOKING STATEMENTS, INCLUDING, WITHOUT LIMITATION, OUR EXAMINATION OF HISTORICAL OPERATING TRENDS, ARE BASED UPON OUR CURRENT EXPECTATIONS AND VARIOUS ASSUMPTIONS. OUR EXPECTATIONS, BELIEFS AND PROJECTIONS ARE EXPRESSED IN GOOD FAITH, AND WE BELIEVE THERE IS A REASONABLE BASIS FOR THEM, BUT WE CANNOT ASSURE YOU THAT OUR EXPECTATIONS, BELIEFS AND PROJECTIONS WILL BE REALIZED. ANY SUCH FORWARD-LOOKING STATEMENTS ARE MADE PURSUANT TO THE SAFE HARBOR PROVISIONS OF THE PRIVATE SECURITIES LITIGATION REFORM ACT OF 1995. IT IS ROUTINE FOR OUR INTERNAL PROJECTIONS AND EXPECTATIONS TO CHANGE AS THE YEAR OR EACH QUARTER IN THE YEAR PROGRESS, AND THEREFORE IT SHOULD BE CLEARLY UNDERSTOOD THAT THE INTERNAL PROJECTIONS AND BELIEFS UPON WHICH WE BASE OUR EXPECTATIONS MAY CHANGE PRIOR TO THE END OF EACH QUARTER OR THE YEAR. ALTHOUGH THESE EXPECTATIONS MAY CHANGE, WE ARE UNDER NO OBLIGATION TO INFORM YOU IF THEY DO. ACTUAL EVENTS OR RESULTS MAY DIFFER MATERIALLY FROM THOSE CONTAINED IN THE PROJECTIONS OR FORWARD-LOOKING STATEMENTS. IMPORTANT FACTORS THAT COULD CAUSE OUR ACTUAL RESULTS TO DIFFER MATERIALLY FROM THE FORWARD-LOOKING STATEMENTS WE MAKE IN THIS FORM 10-K ARE SET FORTH IN THIS FORM 10-K, INCLUDING THE FACTORS DESCRIBED IN THE SECTION ENTITLED “ITEM 1A — RISK FACTORS.” IF ANY OF THESE RISKS OR UNCERTAINTIES MATERIALIZE, OR IF ANY OF OUR UNDERLYING ASSUMPTIONS ARE INCORRECT, OUR ACTUAL RESULTS MAY DIFFER SIGNIFICANTLY FROM THE RESULTS THAT WE EXPRESS IN OR IMPLY BY ANY OF OUR FORWARD-LOOKING STATEMENTS. WE DO NOT UNDERTAKE ANY OBLIGATION TO REVISE THESE FORWARD-LOOKING STATEMENTS TO REFLECT FUTURE EVENTS OR CIRCUMSTANCES.

PART I

Item 1. Business

Overview

LivePerson, Inc. (“LivePerson”, the “Company”, “we” or “our”) makes life easier by transforming how people communicate with brands. LiveEngage, the Company’s enterprise-class, cloud-based platform, enables businesses and consumers to connect through conversational interfaces, such as in-app and mobile messaging, while leveraging bots and Artificial Intelligence (AI) to increase efficiency. As consumers have reoriented their digital lives around the smartphone, messaging apps have become their preferred communication channel to connect with each other. LivePerson allows brands to align with this new consumer preference, and deploy messaging at scale for customer care, marketing and sales, instead of requiring that consumers use email or call a 1-800 number.

LiveEngage was designed to securely deploy messaging, coupled with bots and AI, at scale for brands with tens of millions of customers and many thousands of customer care agents. LiveEngage powers conversations across each of a brand’s primary digital channels, including mobile apps, mobile and desktop web browsers, short message service (SMS), social media and third-party consumer messaging platforms. Brands can also use LiveEngage to message consumers when they dial a 1-800 number instead of having them navigate interactive voice response systems (IVR) and wait on hold.

The robust, cloud-based suite of rich mobile messaging and real-time chat offerings features intelligent routing and capacity mapping, customer sentiment, real-time analytics and reporting, content delivery, Payment Card Industry (PCI) compliance, cobrowsing and a sophisticated proactive targeting engine. The platform seamlessly integrates with third-party bots, enabling brands to manage both AI-based agents and human agents from a single console. More than 18,000 businesses, including Adobe, Citibank, EE, HSBC, IBM, L’Oreal, Orange, PNC, and The Home Depot employ our technology to keep pace with rising customer service expectations and to align with preferences for digital communication channels.

According to our internal measures, during 2017, we monitored an average of 2.6 billion visitor sessions per month across our customers’ websites. LivePerson combines this session data with conversational transcripts and other historical, behavioral, and operational information to develop insights into consumer intent and each step of the customer journey, which leads to optimized campaign outcomes for sales and service transactions.

LivePerson’s products, coupled with our domain knowledge, industry expertise and professional services, have been proven to maximize the effectiveness of consumer engagement. Our mobile and online business messaging solutions deliver measurable return on investment by enabling our customers to:

- increase consumer satisfaction, improve the overall digital experience, and enhance retention and loyalty, while reducing customer service costs;
- lower operating costs in the contact center by deflecting costly phone and email interactions to messaging, and incorporating agent and consumer-facing bots to further improve agent efficiency;
- increase mobile app retention and engagement by providing a connected messaging experience and turning an app into an engaging support app;
- maintain a valued connection with consumers via mobile devices, either through native applications, websites, text messages, or third-party messaging platforms.
- accelerate sales cycles, increase conversion rates, increase average order value and reduce abandonment by intelligently engaging website visitors;
- leverage spending that drives visitor traffic by increasing visitor conversions;
- refine and improve performance by understanding which initiatives deliver the highest rate of return; and
- increase lead generation by providing a single platform that engages consumers through advertisements and listings on branded and third-party websites.

As a “cloud computing” or software-as-a-service (SaaS) provider, LivePerson provides solutions on a hosted basis. This model offers significant benefits over premise-based software, including lower up-front costs, faster implementation, lower total cost of ownership, scalability, cost predictability, and simplified upgrades. Organizations that adopt a fully-hosted, multi-tenant architecture that is maintained by LivePerson eliminate the majority of the time, server infrastructure costs, and IT resources required to implement, maintain, and support traditional on-premise software.

Our consumer services offering is an online marketplace that connects independent service providers (Experts) who provide information and knowledge for a fee via mobile and online messaging with individual consumers (Users). Users seek assistance and advice in various categories including personal counseling and coaching, computers and programming, education and tutoring, spirituality and religion, and other topics.

LivePerson was incorporated in the State of Delaware in November 1995 and the LivePerson service was introduced in November 1998. In April 2000, the company completed an initial public offering and is currently traded on the NASDAQ Global Select Market and the Tel Aviv Stock Exchange. LivePerson is headquartered in New York City, with U.S. offices in Alpharetta (Georgia) and Mountain View (CA), and international offices in Amsterdam, Berlin, London, Mannheim, Melbourne, Milan, Paris, Ra'anana (Israel), Tel Aviv, Reading (UK), and Tokyo.

Market Opportunity

LivePerson's LiveEngage platform enables intelligent, convenient and secure messaging between brands and consumers through SMS, mobile apps, IVR deflection, websites, Messenger and other conversational messaging interfaces. These brand-to-consumer messaging capabilities provide alternative channels of communication to calling a 1-800 number and empower brands to run business campaigns on their websites and apps that target reduced costs while increasing customer satisfaction, retention and revenue.

Historically, brands have predominantly promoted calling the 1-800 number or using email as the primary means of contact with consumers. According to a 2013 IBM report, approximately 270 billion calls are made to contact centers each year. We believe this practice has created a disconnect with customers, as digital messaging, which sustains a continuous connection between parties and allows individuals to send and respond to messages when it suits their need, has surpassed voice as the consumer's preferred channel of communication. Gartner, a technology research firm, estimates that the proportion of phone-based communication will drop from 41% in 2017 to 12% in 2022. In contrast, WhatsApp and Facebook users combined send more than 60 billion messages a day, and, according to Portio Research, people worldwide were estimated to send an estimated 23 billion text messages a day in 2015. The International Smartphone Mobility Report by mobile data tracking firm Infomate found that Americans spend about 26 minutes a day texting, as compared to six minutes a day on voice calls. A survey by transportation booking app, Hailo, found that making phone calls has dropped to the sixth most popular use of a mobile device, behind sending messages, receiving messages, checking email, surfing the Web, and using the alarm clock. The adoption of messaging has not been constrained to younger generations. According to Experian Marketing Services, adults 55 and older send and receive an average of nearly 500 text messages a month.

We believe that the challenges with the traditional channel of calling 1-800 numbers are another driver of the shift to messaging. Roughly 50% of calls to 1-800 numbers go unresolved, according to IBM, and a 2014 Harris Interactive survey found that "81% of all consumers agree that it is frustrating to be tied to a phone or computer to wait for customer service help." Research by enterprise analytics firm Mattersight, reinforces this view, with 74% of consumers feeling that call centers are getting worse or at best staying the same. The risk of poor customer service is material, according to Harris Interactive, which found that 89% of consumers will leave and go to a competitor due to bad customer experiences. According to Forrester Research's Customer Experience Survey, 73% of US online adults say that valuing their time is the most important thing a company can do to provide them with good service.

We believe that in order to align with consumer communication preferences, improve the customer experience and reduce contact center costs, brands will increasingly promote messaging as an alternative to voice, and that LivePerson will benefit from this communication shift. We believe that messaging has reached an inflection point, as more brands are expanding beyond voice to embrace text and mobile messaging. Based on internal measurements, LivePerson has powered more than one billion real-time digital conversations since its founding. In 2016 and 2017, large brands across the globe, such as Foxtel, Hawaiian Airlines, RBS, Sky and T-Mobile, deployed messaging at scale on LiveEngage through their apps or by redirecting calls out of their IVRs and into SMS. According to a RingCentral survey, "at least 78% of consumers who text wish they could have a text conversation with a business." An Amdocs global consumer survey had a similar finding, with 76% of consumers stating they would rather use a mobile app than call the contact center.

Messaging also presents a potential cost savings benefit to brands as compared to voice, as skilled agents can typically manage multiple text-based conversations simultaneously, but only one voice call at a time. The ability to enhance human agents with AI and to add bot agents provides additional opportunities for scale and operating efficiency.

As e-commerce continues to become more mainstream, LivePerson also anticipates stronger demand for intelligent business campaigns that target consumers with messaging on our customers' websites.

According to Forrester Research "74% of U.S. and 65% of European online adults now regularly shop online." Statista estimates that U.S. online retail sales will nearly double to \$638 billion by 2022 from \$360 billion in 2016.

Although brands are investing to capture their share of visitors on the Web, spending to capture sales from those visitors attracted to their sites has lagged and conversion rates have stagnated. According to an eConsultancy report, for every \$92 spent by retailers to attract a visitor to their website, approximately \$1 is spent on efforts to convert each visitor. We believe that conversion rates can be improved through optimized on-site engagement, and that this represents an opportunity for our messaging solutions on both desktop and mobile channels. According to Forrester Research, 53% of customers are likely to abandon their online

purchases if they can't find quick answers to their questions. LivePerson customers have demonstrated increases in website sales of greater than 20% and boosts in average order value by as much as 35%, while lowering the cost of engagement relative to voice or email. A 2013 Customer Service Benchmark by eDigitalResearch also found that "live chat has the highest satisfaction levels for any customer service channel, with 73%, compared with 61% for email and 44% for phone."

These drivers are likely a key factor in the steady uptake of campaign-based messaging. According to a 2017 report published by Allied Market Research, the global live chat software market is projected to grow to \$987 million by 2023, from \$590 million in 2016.

We believe that LiveEngage, LivePerson's enterprise-class, cloud-based platform, will enable LivePerson to deliver increased value to brands, as the software is purpose-built for AI-assisted and human powered messaging in mobile and online channels, designed for ease of use, and features robust real-time reporting, role-based real-time analytics, predictive intelligence, and innovations in customer satisfaction and connection measurement. In our view, the LiveEngage platform, in concert with our enterprise references, best-in-class scalability and security, domain knowledge, global footprint, consulting organization and customer value managers, uniquely positions LivePerson to optimize the effectiveness of real-time, campaign-based messaging and create a superior alternative to the traditional channel of calling the 1-800 number.

Strategy

The key elements of LivePerson's business solutions strategy include:

Strengthening Our Position in both Existing and New Markets and Growing Our Recurring Revenue Base. LivePerson plans to continue to develop its market position by increasing its customer base, and expanding within its installed base. We will continue to focus primarily on key target markets: automotive, financial services, retail, technology, telecommunications, and travel/hospitality within both our enterprise and mid-market sectors, as well as the small business (SMB) sector. Healthcare, insurance, real estate and energy utilities are new target industries and natural extensions of our primary target markets. We plan to leverage our new LiveEngage platform to replace a portion of calls traditionally made to 1-800 numbers with text and mobile messaging, and to increase adoption of real-time, campaign-based messaging across our customer's online properties. We intend to collaborate with our large installed customer base to optimize the value and effectiveness that brands derive from our services. We are also focused on strengthening our recurring revenue stream by signing larger, long-term, and more strategic deals.

One of the key ways we are developing our market position is by hosting customer summits for executive level attendees from our targeted enterprise customer base and prospects. These customer summits feature existing customers that have demonstrated strong success with messaging and bots on LiveEngage. We believe that scaled reference customers advocating the adoption of messaging on LiveEngage to targeted peer groups will be a key driver of our growth. In 2017 we increased the pacing and scale of these summits, a pattern that we expect to continue in 2018.

Fuel Increased Usage by Expanding Messaging Channels, Use Cases and Interaction Types. LiveEngage currently supports numerous messaging endpoints, including branded mobile apps, mobile and desktop web browsers, IVRs, SMS, Facebook Messenger and LINE. We intend to increase the number of endpoints supported by the LiveEngage platform to include additional third-party social apps and device-based systems. We also intend to broaden the use cases of LiveEngage across our customer base, to support care, sales, marketing and retail footprints. In addition, LivePerson continues to expand the breadth of interaction types available to customers on the platform. For example, in addition to our broad suite of messaging and real-time chat technologies, customers have access to content delivery, analytics, cobrowse, and PCI compliance, as well as proprietary and third-party bot offerings. LivePerson offers a platform pricing model, which provides businesses access to our entire suite of messaging technologies across their entire agent pool for a pre-negotiated cost per interaction. We believe this model will lead to growth opportunities for LivePerson as customers adopt new messaging channels, use cases and interaction types.

Leverage Partners to Enhance our Offering. In addition to developing our own applications, we continue to cultivate a partner eco-system capable of offering additional applications and services to our customers. For example, in 2015, we integrated LiveEngage with one of the leading consumer messaging platforms. In 2016, we integrated LiveEngage with one of the leading mobile search ad extensions, enabling consumers to initiate SMS messaging conversations with brands directly out of their mobile search results. In 2017, we launched the LiveEngage for Bots program and we have subsequently integrated LiveEngage with multiple artificial intelligence/bots vendors, including IBM Watson.

Our offering is vendor agnostic, empowering our customers to manage a mix of different bots, human agents and technologies from one control panel, thereby optimizing contact center efficiency. LivePersons' proprietary and third-party AI/bots enable brands to partially or fully automate communications with their customers. In addition, we have opened up access to our platform and our products with application programming interfaces (APIs) that allow third parties to develop on top of our platform. Customers and partners can utilize these APIs to build our capabilities into their own applications and to enhance our applications with their services. In 2017, we allocated additional resources to supporting partners and we expect this investment to increase as our partner network expands.

Maintaining Market Leadership in Technology and Security Expertise. As described above, we are devoting significant resources to creating new products and enabling technologies designed to accelerate innovation. In order to better support our customers and to attract the best talent, LivePerson is globalizing research and development. We now have tech centers in Israel; Mannheim, Germany; New York; Atlanta; and Mountain View, California. We evaluate emerging technologies and industry standards and continually update our technology in order to retain our leadership position in each market we serve. We monitor legal and technological developments in the area of information security and confidentiality to ensure our policies and procedures meet or exceed the demands of the world's largest and most demanding corporations. We believe that these efforts will allow us to effectively anticipate changing customer and consumer requirements in our rapidly evolving industry.

International Presence. LivePerson is focused on expanding its international revenue contribution, which increased to 37% of total revenue in 2017, from 34% in 2016 and 33% in 2015. LivePerson generated positive results from previous investments in direct sales and services personnel in the United Kingdom and Western Europe. We also continued to focus on expanding our presence in the Asia Pacific region, leveraging our relationships with partners.

Continuing to Build Brand Recognition. As a pioneer of brand-to-consumer digital messaging, LivePerson enjoys strong brand recognition and credibility. We continue to develop relationships with the media, industry analysts and relevant business associations to enhance awareness of our leadership within the care, sales, tech and marketing industries. With a vision of becoming the leader in messaging, we've hosted several private executive events for our customers and prospects, highlighting our expertise and the breadth of our services. These private executive events have led us to close several high-profile deals and we are continuing them throughout 2018. Our focus on connecting large enterprise businesses and their millions of consumers securely and at scale is a primary differentiator for LivePerson and a key component of our marketing strategy. We strategically target decision makers and influencers within several key vertical markets, leveraging customer successes to generate increased awareness and demand for brand-to-consumer messaging. In addition, our brand name may also be visible to both business users and consumers on a brand's website, within the dialog messaging window. We also engage in digital marketing campaigns that promote our brand on web searches and third-party sites.

Increasing the Value of Our Service to Our Customers. Leveraging LiveEngage to shift communication between consumers and brands from 1-800 number calls to AI and human-powered messaging is the most important initiative in LivePerson's history. We believe that adoption of LiveEngage will align brands with consumer communication preferences, improve the customer experience and reduce contact center costs. Our platform strategy makes available the full suite of LivePerson's capabilities through a single solution. In addition, the open architecture of LiveEngage will enable LivePerson to rapidly add new capabilities either directly or through partners. For example, we see opportunities for additional efficiencies in the contact center through the integration of artificial intelligence and bots. Because we directly manage the server infrastructure, we can make new features available to our customers immediately upon release, without customer or end-user installation of software or hardware. Our strategy is to continue to enhance the LiveEngage messaging platform and to leverage the substantial amount of mobile and online consumer data we collect, with the aim of increasing agent efficiency, decreasing customer care costs, improving the customer experience and increasing customer lifetime value.

Evaluating Strategic Alliances and Acquisitions When Appropriate. We have successfully integrated several acquisitions over the past decade. While we have in the past, and may from time to time in the future, engage in discussions regarding acquisitions or strategic transactions or to acquire other companies that can accelerate our growth or broaden our product offerings, we currently have no binding commitments with respect to any future acquisitions or strategic transactions.

Products and Services

LivePerson's hosted platforms power intelligent messaging on mobile apps, mobile and desktop web browsers, SMS, social media and third-party consumer messaging platforms. Our business-to-business services are all managed from a single user interface. By supplying a complete, unified consumer view, our solutions enable businesses to deliver a relevant, timely, personalized, and seamless consumer experience for heads of digital and customer care, as well as e-commerce, marketing, and contact center executives. In addition to product offerings, LivePerson provides professional services and value-added business consulting to support complete deployment and optimization of our enterprise solutions.

LiveEngage. LiveEngage, LivePerson's enterprise-class, cloud-based platform, enables businesses and consumers to connect through conversational interfaces, such as in-app and mobile messaging, while leveraging bots and AI to increase efficiency. The platform, which was designed for heads of digital and customer care, as well as e-commerce, marketing, and contact center executives, combines sophisticated mobile and online engagement technology with robust business intelligence and big data to produce compelling, measurable results by intelligently engaging consumers based on a real-time understanding of consumer needs. Rich, contextually aware targeting, actionable insights and personalized experiences, empower businesses to get the most out of their existing online, mobile and social platforms. Potential benefits of LiveEngage include increased agent efficiency, decreased customer care costs, improved customer experiences, higher conversion rates and increased customer lifetime value.

LiveEngage was designed to securely deploy messaging, coupled with bots and AI, at scale for brands with tens of millions of customers and many thousands of customer care agents. LiveEngage powers conversations across each of a brand's primary

digital channels, including mobile apps, mobile and desktop web browsers, SMS, social media and third-party consumer messaging platforms. The robust, cloud-based suite of rich mobile messaging and real-time chat offerings, features intelligent routing and capacity mapping, customer sentiment, real-time analytics and reporting, content delivery, PCI compliance, cobrowsing and a sophisticated proactive targeting engine. The platform seamlessly integrates with third-party bots, enabling brands to manage both AI-based agents and human agents from a single console. A specific messaging software development kit is available to completely customize and incorporate into any brand's app. The LiveEngage messaging API also provides the option to bring messaging from any third party apps, such as Facebook or text messages, directly into the LiveEngage platform.

LiveEngage enables the combination of real time on-site data and off-site behavioral data, with a broad set of historical and operational data. Proprietary analytics utilize this data to target end users with compelling engagement options at any step in the conversion funnel and throughout the customer lifecycle. LiveEngage enables customers to maximize online revenue opportunities, improve conversion rates and reduce shopping cart abandonment by proactively engaging the right visitor, using the right channel, at the right time. Our solution identifies segments of website visitors who demonstrate the highest propensity to convert, and engages them in real-time with relevant content and offers, helping to generate incremental sales. LiveEngage also reduces costs in the contact center relative to voice, by identifying consumers who may be struggling with their self-help experience, and proactively connecting them to a live consumer care specialist via messaging, who can manage several conversations at once. This comprehensive solution blends a proven value-based methodology with an active rules-based engagement engine and deep domain expertise to increase first contact resolution, improve consumer satisfaction, and reduce attrition rates.

Professional Services. The mission of our Professional Services team is to help customers optimize the performance of our products in order to drive incremental value through their online sales and/or service channel(s). This talented group utilizes their deep domain expertise and years of hands-on experience to provide customers with detailed analyses and measurements of their LivePerson deployment that drive strategies and decisions on how to optimize mobile and online messaging, real-time chat, and bot and AI integration. Deliverables of the team include scorecards that measure and chart performance trends, analyses and recommendations for web design and process improvement, transcript reviews to discover both voice of the consumer insight and agent improvement opportunities, custom training of call center agents and management, conversational design, and ongoing management of messaging programs to ensure alignment with current business practices and objectives. The team's value-added methodology and approach to guiding customers towards messaging channel and human/bot agent optimization is an important component of the LivePerson offering, and gives our customers a competitive advantage in the digital world.

Consumer Offering. Our consumer services offering is an online marketplace that connects independent service providers (Experts) who provide information and knowledge for a fee via mobile and online messaging with individual consumers (Users). Users seek assistance and advice in various categories including personal counseling and coaching, computers and programming, education and tutoring, spirituality and religion, and other topics.

Customers

More than 18,000 customers have deployed our business solutions, including Fortune 500 companies, dedicated Internet businesses, a broad range of online merchants, as well as numerous SMBs, automotive dealers, universities, libraries, government agencies and not-for-profit organizations. Our solutions benefit organizations of all sizes conducting business or communicating with consumers through mobile and online. We plan to continue to focus on key target markets: automotive, financial services, retail, technology, telecommunications, and travel/hospitality industries, within the United States and Canada, Latin America, Europe and the Asia-Pacific region.

No single customer accounted for or exceeded 10% of our total revenue in 2017, 2016 or 2015.

Sales and Marketing

Sales

We sell our business products and services by leveraging a common methodology through both direct and indirect sales channels.

Our sales process focuses on how our solutions and industry expertise deliver financial and operational value that support our customers' strategic initiatives. Our mobile and online messaging solutions are targeted at business executives whose primary responsibility is optimization of customer care, sales and marketing, or optimizing a consumer's journey across the brand's digital properties. Our solutions enable organizations to provide effective customer service by deflecting costly phone calls and emails to the more cost efficient mobile and online messaging channel. We focus on the value that our solutions deliver in the form of increased agent efficiency, reduced contact center costs, increased customer satisfaction, improved customer lifetime value, maximized digital consumer acquisition, and optimized website and mobile business outcomes. LivePerson supports any organization with a company-wide strategic initiative to improve the overall mobile and online consumer experience.

Within the business solutions segment we have aligned our field organization to address the different sales strategies of our target markets:

Enterprise and large mid-market. We target large mid-market and enterprise businesses primarily with direct sales and customer success teams. Across the globe we are targeting a select group of brands, many of them already customers, that hold the power to transform customer care. These enterprises have thousands of agents in their contact centers and collectively connect with billions of consumers each year. We leverage thought leadership and related events to showcase our leadership in mobile and online messaging and highlight our successes with existing reference customers. Increasingly, we are also working with large third-party system integrators, technology providers and business process outsourcers to supplement our direct sales effort.

For our large and more complex customers, our sales methodology often begins with research and discovery meetings that enable us to develop a deep understanding of the value drivers and key performance metrics of a prospective customer. We then present an analytical review detailing how our solutions and industry expertise can affect these value drivers and metrics. Once we validate solution capabilities and prove financial return on investment, we transition to a program management model wherein we work hand-in-hand with the customer, providing detailed analysis, measurements and recommendations that help optimize their performance and ensure ongoing program success.

Small business and small mid-market. We target small business and small mid-market customers with a mix of direct, online self-service and third-party partner channels. Our customer acquisition strategy centers on leveraging customer word-of-mouth, our leading brand name, online marketing and partnerships. We also leverage marketing programs and partner resources to promote increased usage and product adoption within these customers.

Indirect Sales. Resources within our organization are focused on developing partnerships to generate revenues via referral partnerships and indirect sales through channel partners. By maximizing market coverage via partners who provide lead referrals and complementary products and services, we believe this channel supports revenue opportunities without incurring the costs associated with traditional direct sales.

Customer Support

Our Professional Services group provides deployment support and ongoing business consulting to enterprise and mid-market customers and maintains involvement throughout the engagement lifecycle. All LivePerson customers have access to 24/7 help desk services through messaging, chat, and technical support ticketing.

Marketing

Our marketing efforts in support of our business operations are organized around the needs, trends and characteristics of our existing and prospective customer base. Our deep relationship with existing customers fosters continuous feedback and critical data analysis, thereby allowing us to develop and refine marketing programs that drive adoption across multiple customer segments. We have a global team, spread across key geographies that is focused on marketing our brand, products and services to executives responsible for the digital channel and consumer service operations of their organization.

Our main focus is on the automotive, financial services, retail, technology, telecommunications, and travel/hospitality industries. Our integrated marketing strategy is focused on driving demand, building customer and consumer advocacy, driving adoption of our LiveEngage platform, and supporting key areas of business, especially large enterprise, but also including mid-sized and small business, the channel and international entities. We aim to achieve this by delivering high-touch, small group events for senior executives, to educate them on messaging and the transformational ways that digital communication can help their business. We also market our software via high-level thought leadership campaigns, industry event participation, personalized lead generation campaigns to reach potential and existing customers using mediums such as paid and organic search, direct email and mail, industry- and category-specific tradeshows and events, and telemarketing.

Our marketing strategy also encompasses a strategic communications approach that integrates public relations, social media, and analyst/influencer relations. We are focused on using those channels to communicate our brand value, to those key stakeholders, to increase overall brand and technology awareness. Communications seek to highlight key customer success stories, and promote executive thought leadership via contributed content, speaking opportunities and press interviews, to raise LivePerson's profile and reinforce our position as an industry leader.

Competition

The markets for mobile and online business messaging, and digital engagement technology are intensely competitive, rapidly changing and characterized by aggressive marketing, pricing pressure, evolving industry standards, rapid technology developments and frequent new product introductions. We believe that competition will continue to increase as our current competitors increase the sophistication of their offerings and as new participants enter the market, which may cause additional pricing pressure. If we are unable to accurately anticipate technology developments and continue to innovate in the markets in which we compete, or our competitors are more successful than us at developing compelling new products and services or at attracting and retaining customers, we may lose revenue and market share and our operating results could be adversely affected.

We have current and potential competition from providers of messaging and digital engagement solutions that enable companies to engage and connect with their consumer customers, as well as technology providers that offer customer relationship management and contact center solutions. We have current and potential competitors in many different industries, including:

- technology or service providers offering or powering competing digital engagement, contact center, communications or customer relationship management solutions such as, eGain, Genesys, Nuance, Oracle, Salesforce.com and Twilio;
- service providers that offer basic messaging products or services with limited functionality free of charge or at significantly reduced entry level prices;
- social media, social listening, messaging, artificial intelligence, bots, e-commerce, and/or data and data analytics companies, such as Facebook, Google, and WeChat, which may leverage their existing or future capabilities and consumer relationships to offer competing B2B solutions;
- customers that develop and manage their messaging solutions in-house; and
- companies that provide cross-category and vertical-specific advice, such as About.com, UpWork and Yahoo Answers.

In addition, many of our current and potential competitors have substantial competitive advantages, such as greater brand recognition, significantly larger financial, marketing, and resource and development budgets, access to larger customer and/or consumer bases, larger and more established marketing and distribution relationships, and/or more diverse product and service offerings. As a result, these competitors may be able to respond more quickly and effectively than we can to any change in the general market acceptance of messaging services or any new or changing opportunities, technologies, standards, pricing strategies or customer requirements. Also, because of these advantages, potential customers may select a competitor's products and services, even if our services are more effective. For all of these reasons, we may not be able to compete successfully against our current and future competitors.

Technology

Three key technological features distinguish the LivePerson services:

- We support our customers through a secure, scalable server infrastructure. In North America, our primary servers are hosted in a fully-secured, top-tier, third-party server center located in the Mid-Atlantic United States, and are supported by a top-tier backup server facility located in the Western United States. In Europe, our primary servers are hosted in a fully-secured, top-tier, third-party server center located in the United Kingdom and are supported by a top-tier backup server facility located in The Netherlands. In the Asia Pacific region, our primary and backup servers are hosted in fully-secured, top-tier, third-party server centers located in Australia. Nearly all of our larger customers outside of the United States are hosted within our UK- and Australia-based facilities. By managing our servers directly, we maintain greater flexibility and control over the production environment allowing us to be responsive to customer needs and to continue to provide a superior level of service. Utilizing advanced network infrastructure and protocols, our network, hardware and software are designed to accommodate our customers' demand for secure, high-quality 24/7 service, including during peak times such as the holiday shopping season.
- As a hosted service, we are able to add additional capacity and new features quickly and efficiently. This has enabled us to provide these benefits simultaneously to our entire customer base. In addition, it allows us to maintain a relatively short development and implementation cycle.
- As a SaaS provider, we focus on the development of tightly integrated software design and network architecture. We dedicate significant resources to designing our software and network architecture based on the fundamental principles of security, reliability and scalability.

Software Design. Our software design is based on client-server architecture. As a SaaS provider, LiveEngage customers and visitors to our customers' websites require only a standard Web browser and do not need to download software from LivePerson in order to interact with our customers' operators or to use the LivePerson services. We also provide APIs that enable our customers and third-parties to integrate LiveEngage with custom designed applications.

Network Architecture. The software underlying our services is integrated with scalable and reliable network architecture. Our network is scalable; we do not need to add new hardware or network capacity for each new LivePerson customer. This network architecture is hosted in co-location facilities with redundant network connections, servers and other infrastructure, enabling superior availability. Our backup server infrastructure housed at separate locations provides our primary hosting facilities with effective disaster recovery capability. We maintain the highest level of compliance with standards such as SOC2 and PCI. For increased security, through a multi-layered approach, we use advanced firewall architecture and industry-leading encryption standards and employ third-party experts to further validate our systems' security. We also enable our customers to further encrypt their sensitive data using more advanced encryption algorithms.

Government Regulation

We and our customers are subject to a number of laws and regulations in the United States and abroad, including laws related to conducting business on the Internet, such as laws regarding privacy, data protection, information security, cybersecurity, restrictions or technological requirements regarding the collection, use, storage, protection or transfer of consumer data, content, consumer protection, internet (or net) neutrality, advertising, electronic contracts, taxation, provision of online payment services (including credit card processing), and intellectual property rights, which are continuously evolving and developing. Because our services are accessible worldwide, certain foreign jurisdictions may claim that we are required to comply with their laws, even if we don't have a local entity, employees or infrastructure. Often, foreign data protection, privacy, and other laws and regulations are more restrictive than those in the United States. The scope and interpretation of the laws and other obligations that apply to us, including those related to user privacy and data security, are often uncertain and may be conflicting, particularly laws and obligations outside the United States. There is a risk that these laws may be interpreted and applied differently in any given jurisdiction in a manner that is not consistent with our current practices, which could cause us to incur substantial cost and could negatively impact our brand, reputation and business.

U.S. and international privacy laws and regulations are evolving and changing, are subject to differing interpretations, may be costly to comply with, and may be inconsistent among countries and jurisdictions or conflict with other rules. As we expand our operations in these countries, our liability exposure and the complexity and cost of compliance with data and privacy requirements will likely increase. Any failure by us to comply with our posted privacy policies, applicable federal, state or international privacy-related or data protection laws and regulations, or the privacy commitments contained in our contracts, could result in proceedings against us by governmental entities, customers, consumers, watchdog groups or others, which could have a material adverse effect on our business, financial condition and results of operations. In addition, the increased attention focused upon liability issues as a result of lawsuits and legislative proposals could harm our reputation or otherwise impact the growth of our business.

Laws and practices regarding handling and use of personal and other information by companies have come under increased public scrutiny, and governmental entities, consumer agencies and consumer advocacy groups have called for increased regulation and changes in industry practices. For example, in December 2015, following the conclusion of the "trilogue" meetings between the European Parliament, the Council of the European Union, and the European Commission, an agreement was announced with respect to a new EU data protection framework, the General Data Protection Regulation ("GDPR"), which will become effective in May 2018 and will apply across the European Union. The GDPR will replace the current EU Data Protection Directive and will impose significantly greater compliance burdens on companies with users and/or operations in the European Union and provides for considerable fines up to the higher of 20 million Euros and 4% of global annual revenue for noncompliance. One material change is that data processors (as that term is defined by applicable EU data protection law) have direct obligations, including implementing technical and organizational measures, and enhanced notification rules. The GDPR also imposes certain technological requirements that may require us to make changes to our services to enable LivePerson and/or our customers to meet the new legal requirements and may impact how data protection is addressed in our customer and vendor agreements. The European Union has also released a proposed Regulation on Privacy and Electronic Communications (e-Privacy Regulation) to replace the EU's current Privacy and Electronic Communications Directive (e-Privacy Directive) to, among other things, better align with the GDPR, to amend the current e-Privacy Directive's rules on the use of cookies and other tracking technologies, and to harmonize across current EU member state e-privacy data protection laws. Compliance with changes in laws and regulations related to privacy may require significant cost, limit the use and adoption of our services, and require material changes in our business practices that result in reduced revenue. Noncompliance could result in material fines and penalties or governmental orders requiring us to change our data practices, which could damage our reputation and harm our business.

Additionally, as Internet commerce continues to evolve, regulation by federal, state and foreign governments or agencies in the areas of data privacy and data security is likely to increase. For instance, the EU-US Safe Harbor program ("EU Safe Harbor"), which provided a valid legal basis for transfers of personal data from Europe to the United States, was invalidated on October 6, 2015, which has had a significant impact on the transfer of data from the European Union to U.S. companies, including us. In July 2016, the European Union and the United States agreed to a new framework called the EU-US Privacy Shield ("EU Privacy Shield") that provides a mechanism for companies to transfer data from EU member states to the United States and that LivePerson certified to in September 2016. Similarly, a new Swiss-U.S. Privacy Shield ("Swiss Privacy Shield") was announced in January 2017 that replaces the former Swiss-U.S. Safe Harbor ("Swiss Safe Harbor"). The new EU Privacy Shield requirements could impact our business and result in substantial expense and require changes to our operations, and the EU Privacy Shield is subject to an annual review that could result in changes to our obligations. We may also have to require some of our vendors who process personal data to take on additional privacy and security obligations, and some may refuse, causing us to incur potential disruption and expense related to our business processes. If our policies and practices, or those of our vendors, are, or are perceived to be, insufficient or if our members and customers have concerns regarding the transfer of data from the European Union to the United States, we could be subject to enforcement actions or investigations by EU Data Protection Authorities or lawsuits by private parties, member engagement could decline and our business could be negatively impacted.

The EU Privacy Shield and other frameworks may be challenged by regulators and/or private parties and reviewed by the European courts, which may lead to uncertainty about the legal basis for data transfers outside the EU. Ongoing legal reviews may result in burdensome or inconsistent requirements affecting the location and movement of our customer and internal employee data as well as the management of that data. Compliance may require changes in services, business practices, or internal systems that result in increased costs, lower revenue, reduced efficiency, or greater difficulty in competing with foreign-based firms. Failure to comply with existing or new rules may result in significant penalties or orders to stop the alleged noncompliant activity.

While there are other legally recognized mechanisms, such as standard Model Contractual Clauses, that we believe allow for the lawful transfer of EU personal data to the United States these mechanisms have also been subjected to regulatory or judicial scrutiny and may be invalidated or evolve to include new legal requirements that could have an impact on how we move data between and among countries and regions in which we operate, which could affect how we provide our services or adversely impact our financial results.

In addition to government activity, privacy advocacy and other industry groups have established or may establish new self-regulatory standards that may place additional burdens on us. If our privacy practices are deemed unacceptable by watchdog groups or privacy advocates, such groups may take measures that harm our business by, for example, disparaging our reputation and our business, which may have a material adverse effect on our results of operations and financial condition. In addition, privacy concerns may cause Internet users to avoid online sites that collect various forms of data or to resist providing the data necessary to allow our customers to use our services effectively. Even the perception of security and privacy concerns, whether or not valid, could inhibit sales and market acceptance of our products and services.

Businesses using our products and services may collect data from their website users. Various federal, state and foreign government bodies and agencies impose laws regarding collection, use and retention of data from website visitors. We offer our customers a variety of data security procedures and practices, such as encryption for data at rest and masking algorithms for sensitive data prior to transfer to our database, in an effort to protect information. Changes to applicable laws and how they are interpreted relating to data security and other consumer protection areas could significantly increase the cost to us and our customers of regulatory compliance and could negatively impact our business.

For instance, some states in the United States have enacted legislation designed to protect consumer privacy by prohibiting the distribution of "spyware" over the Internet. Such legislation typically focuses on restricting the proliferation of software that, when installed on an end user's computer, is used to intentionally and deceptively take control of the end user's machine. We do not believe that the data monitoring methods that we employ constitute "spyware" or are prohibited by applicable laws. However, federal, state and foreign laws and regulations, many of which can be enforced by government entities or private parties, are constantly evolving and can be subject to significant changes in application and interpretation. If, for example, the scope of the previously mentioned "spyware" legislation were changed to include web analytics, such legislation could apply to the technology we use and potentially restrict our ability to conduct our business.

In addition, regulatory authorities and governments around the world are considering a number of legislative and regulatory proposals concerning privacy, collection and use of website visitor data, data storage, data protection, the "right to be forgotten," content regulation, cybersecurity, government access to personal information, online advertising, email and other categories of electronic spam, and other matters that may be applicable to our business. Compliance with these laws may require substantial investment or may be technologically challenging for us. For example, some jurisdictions, including the United States, are considering whether the collection of anonymous data may invade the privacy of website visitors. If laws or regulations are enacted that limit data collection or use practices related to anonymous data, we and/or our customers may be required to obtain the express consent of web visitors in order for our technology to perform certain basic functions that are based on the collection and use of technical data. Requirements that a website must first obtain consent from its web visitors before using our technology could reduce the amount and value of the services we provide to customers, which might impede sales and/or cause some existing customers to discontinue using our services.

It is also likely that, as our business grows and evolves, an increasing portion of our business shifts to mobile, and our solutions are offered and used in a greater number of countries, we will become subject to laws and regulations in additional jurisdictions. We could need to expend considerable effort and resources to develop new product features and/or procedures to comply with any such legal requirements. It is difficult to predict how existing laws will apply to our business and what new laws and legal obligations we may become subject to. If we are not able to comply with these laws or other legal obligations, or if we become liable under them, we may be forced to implement material changes to our business practices, delay release of new and enhanced services and expend substantial resources, which would negatively affect our business, financial condition and results of operations. In addition, any increased attention focused on liability issues, or as a result of regulatory fines or lawsuits, could harm our reputation or otherwise impact the growth of our business. Any costs incurred as a result of this potential liability could harm our business and operating results.

The Company monitors pending legislation and regulatory initiatives to ascertain relevance, analyze impact and develop strategic direction surrounding regulatory trends and developments. Due to shifting economic and political conditions, tax policies

or rates in various jurisdictions may be subject to significant change. A range of other proposed or existing laws and new interpretations of existing laws could have an impact on our business. For example:

Government agencies and regulators have reviewed, are reviewing and will continue to review, the personal data handling practices of companies doing business online, including privacy and security policies and practices. This review may result in new laws or the promulgation of new regulations or guidelines that may apply to our products and services. For example, the State of California and other states have passed laws relating to disclosure of companies' practices with regard to Do-Not-Track signals from Internet browsers, the ability to delete information of minors, and new data breach notification requirements. California has also adopted privacy guidelines with respect to mobile applications. Outside the European Union and the United States, a number of countries have adopted or are considering privacy laws and regulations that may result in significant greater compliance burdens. Existing and proposed laws and regulations regarding cybersecurity and monitoring of online behavioral data, such as the proposed "Do Not Track" regulations, regulations aimed at restricting certain targeted advertising practices and collection and use of data from mobile devices, and other proposed online privacy legislation could potentially apply to some of our current or planned products and services. Existing and proposed laws and regulations related to email and other categories of electronic spam could impact the delivery of commercial email and other electronic communications by us or on behalf of customers using our services.

The U.S. Federal Trade Commission, or FTC, in particular has aggressively investigated and brought enforcement actions against companies that fail to comply with their privacy or data security commitments to consumers, or fail to comply with regulations or statutes such as the Children's Online Privacy Protection Act. Any investigation or review of our practices may require us to make changes to our products and policies, which could harm our business. Currently there are many proposals by lawmakers and industry groups in this area, both in the United States and overseas, which address the collection, maintenance and use of personal information, web browsing and geolocation data, and establish data security and breach notification requirements. Further, regulators and industry groups have also released self-regulatory principles and guidelines for various data privacy and security practices. Given that this is an evolving and unsettled area of regulation, the imposition of any new significant restrictions or technological requirements could have a negative impact on our business.

We might unintentionally violate such laws now and in the future; such laws or their interpretation or application may be modified; and new laws may be enacted in the future. Any such developments could subject us to legal liability exposure, and harm our business, operating results and financial condition.

Intellectual Property and Proprietary Rights

We rely on a combination of patent, copyright, trade secret, trademark and other common law protections in the United States and other jurisdictions, as well as confidentiality requirements and contractual provisions, to protect our proprietary technology, processes and other intellectual property. We own a portfolio of patents and patent applications in the United States and internationally and regularly file patent applications to protect intellectual property that we believe is important to our business, including intellectual property related to digital engagement technology and web and mobile based consumer-facing services. We believe the duration of our patents is adequate relative to the expected lives of our products and services. We pursue the registration of our domain names, trademarks and trade names in the United States and in certain locations outside the United States. We also own copyrights, including in our software, publications and other documents authored by us. These intellectual property rights are important to our business and marketing efforts. We seek to protect our intellectual property rights by relying on federal, state, and common law rights, including registration, or otherwise in the United States and certain foreign jurisdictions, as well as contractual restrictions. However, we believe that factors such as the technological and creative skills of our personnel, new service developments, frequent enhancements and reliable maintenance are more essential to establishing and maintaining a competitive advantage. Others may develop technologies that are similar or superior to our technology. We enter into confidentiality and other written agreements (including invention assignment agreements) with our employees, consultants, customers, potential customers, strategic partners, and other third parties, and through these and other written agreements, we attempt to control access to and distribution of our software, documentation and other proprietary information. Despite our efforts to protect our proprietary rights, third parties may, in an unauthorized manner, attempt to use, copy or otherwise obtain and market or distribute our intellectual property rights or technology or otherwise develop a service with the same functionality as our services. Policing unauthorized use of our services and intellectual property rights is difficult, and we cannot be certain that the steps we have taken will prevent misappropriation of our technology or intellectual property rights, particularly in foreign countries where we do business, where our services are sold or used, where the laws may not protect proprietary rights as fully as do the laws of the United States or where enforcement of laws protecting proprietary rights is not common or effective.

Substantial litigation regarding intellectual property rights exists in the software industry. In the ordinary course of our business, our services and/or our customers' use of our services have been and may be increasingly subject to third-party infringement claims as claims by non-practicing entities become more prevalent and as the number of competitors in our industry segment grows and the functionality of services in different industry segments overlaps. Some of our competitors in the market for digital engagement technology and/or web and mobile based consumer-facing services or other third parties may have filed or may intend to file patent applications covering aspects of their technology and have asserted or may assert claims against us. Any claims alleging infringement of third-party intellectual property rights could require us to spend significant amounts in

litigation (even if the claim is invalid), distract management from other tasks of operating our business, pay substantial damage awards, prevent us from selling our products, delay delivery of our services, develop non-infringing software, technology, business processes, systems or other intellectual property (none of which might be successful), or limit our ability to use the intellectual property that is the subject of any of these claims, unless we enter into license agreements with the third parties (which may be costly, unavailable on commercially reasonable terms, or not available at all). Therefore, any such claims could have a material adverse effect on our business, results of operations, cash flows and financial condition.

The duration of the protection afforded to our intellectual property depends on the type of property in question, the laws and regulations of the relevant jurisdiction and the terms of its license agreements with others. With respect to our trademarks and trade names, trademark laws and rights are generally territorial in scope and limited to those countries where a mark has been registered or protected. While trademark registrations may generally be maintained in effect for as long as the mark is in use in the respective jurisdictions, there may be occasions where a mark or title is not registrable or protectable or cannot be used in a particular country. In addition, a trademark registration may be cancelled or invalidated if challenged by others based on certain use requirements or other limited grounds. The duration of property rights in trademarks, service marks and tradenames in the United States, whether registered or not, is predicated on our continued use.

Employees

As of December 31, 2017, we had 981 full-time employees. Our employees are not covered by collective bargaining agreements. We believe our relations with our employees are satisfactory.

Segments and Geographic Areas

Information about segment and geographic revenue is set forth in Note 3 of the Notes to Consolidated Financial Statements included in Part II, Item 8 of this Annual Report on Form 10-K. For a discussion of the risks attendant to foreign operations, see the information under the heading "Risk Factors" under the caption "We may be unsuccessful in expanding our operations internationally and/or into direct-to-consumer services due to additional regulatory requirements, tax liabilities, currency exchange rate fluctuations and other risks, which could adversely affect our results of operations." For a discussion of revenue, net income and total assets, see Item 8 of this Annual Report on Form 10-K.

Website Access to Reports

We make available, free of charge, on our website (www.liveperson.com), our annual reports on Form 10-K, our quarterly reports on Form 10-Q and our current reports on Form 8-K and amendments to those reports filed or furnished pursuant to Sections 13(a) or 15(d) of the Securities Exchange Act of 1934 as soon as reasonably practicable after we have electronically filed such material with, or furnished it to, the Securities and Exchange Commission. *The Company's web site address provided above is not intended to function as a hyperlink, and the information on the Company's web site is not and should not be considered part of this Annual Report on Form 10-K and is not incorporated by reference herein.*

Item 1A. Risk Factors

The following are certain of the important risk factors that could cause, or contribute to causing, our actual operating results to differ materially from those indicated, expected or suggested by forward-looking statements made in this Annual Report on Form 10-K or presented elsewhere by management from time to time. The risks described below are not the only ones we face. Additional risks not presently known to us, or that we currently deem immaterial, may become important factors that impair our business operations. Prospective and existing investors are strongly urged to carefully consider the various cautionary statements and risks set forth in this report and other public filings before deciding to purchase, hold or sell our common stock.

Risks Related to Our Business

Our quarterly revenue and operating results may fluctuate significantly, which may cause a substantial decline in the trading price of our common stock.

We have in the past incurred, and may in the future incur, losses and experience negative cash flows, either or both of which may be significant and may cause our quarterly revenue and operating results to fluctuate significantly. These fluctuations may result from a variety of factors, many of which are outside of our control. Some of the important factors that may cause our revenue and operating results to fluctuate include:

- our ability to attract and retain new customers;
- our ability to retain and increase sales to existing customers;
- our customers' demand for our services and business success;
- consumer demand for our services;
- the introduction of new services by us or our competitors;
- changes in our pricing models or policies or the pricing policies of our current and future competitors;
- continued adoption by companies of mobile and cloud-based messaging solutions;
- continued adoption by experts and consumers of web-based advice services;
- our ability to avoid and/or manage service interruptions, disruptions, or security incidents;
- exposure to foreign currency exchange rate fluctuations; and
- the amount and timing of capital expenditures and other costs related to operation and expansion of our business, including those related to acquisitions.

Our revenue and operating results may also fluctuate significantly in the future due to the following factors that are entirely outside of our control:

- economic conditions specific to the Internet, electronic commerce and cloud computing; and
- general, regional and/or global economic and political conditions.

As a result, comparing our operating results on a period-to-period basis may not be meaningful. You should not rely upon these comparisons or our past results as indicators of our future performance. Due to the foregoing factors, it is possible that our operating results in one or more future quarters may fall below the expectations of securities analysts and investors or below any guidance we may provide to the market. If this occurs, the trading price of our common stock could decline significantly.

The markets in which we participate are highly competitive, and we may lose customers and revenue if we are not able to innovate or effectively compete.

The markets for mobile and online business messaging and digital engagement technology are intensely competitive, rapidly changing and characterized by aggressive marketing, pricing pressure, evolving industry standards, rapid technology developments and frequent new product introductions, resulting in the need to continually invest significant resources in research and development. We believe that competition will continue to increase as our current competitors increase the sophistication of their offerings and as new participants enter the market, which may cause additional pricing pressure. If we are unable to accurately anticipate technology developments and continue to innovate in the markets in which we compete, or our competitors are more successful than us at developing compelling new products and services or at attracting and retaining customers, we may lose revenue and market share and our operating results could be adversely affected.

We have current and potential competition from providers of messaging and digital engagement solutions that enable companies to engage and connect with their consumer customers, as well as technology providers that offer customer relationship management and contact center solutions. We have current and potential competitors in many different industries and from companies that range from large and established companies to smaller companies and emerging start-ups, including:

- technology or service providers offering or powering competing digital engagement, contact center, communications or customer relationship management solutions, such as eGain, Genesys, Nuance, Oracle, Salesforce.com, and Twilio;
- service providers that offer basic messaging products or services with limited functionality free of charge or at significantly reduced entry level prices ;
- social media, social listening, messaging, artificial intelligence, bots, e-commerce, and/or data and data analytics companies, such as Facebook, Google and WeChat, which may leverage their existing or future capabilities and consumer relationships to offer competing solutions;
- customers that develop and manage and their messaging solutions in-house; and
- companies that provide cross-category and vertical-specific advice, such as About.com, UpWork and Yahoo Answers.

In addition, many of our current and potential competitors have substantial competitive advantages, such as greater brand recognition, significantly larger financial, marketing, and resource and development budgets, access to larger customer and/or consumer bases, larger and more established marketing and distribution relationships, and/or more diverse product and service offerings. As a result, these competitors may be able to respond more quickly and effectively than we can to any change in the general market acceptance of messaging services or any new or changing opportunities, technologies, standards, pricing strategies or customer requirements. Also, because of these advantages, potential customers may select a competitor's products and services, even if our services are more effective. For all of these reasons, we may not be able to compete successfully against our current and future competitors.

The success of our business depends on retention of existing customers and their purchase of additional services, the migration of existing customers to our new platform, and attracting new customers and new consumer users of our consumer services.

Our customers typically subscribe for our services for a twelve month term and may have no obligation to renew their subscription after expiration of the twelve month term. In some cases, our agreements are terminable or may terminate upon 30 to 90 days' notice without penalty. If a significant number of our customers, or any one customer to whom we provide a significant amount of services, were to terminate services, reduce the amount of services purchased, or fail to purchase additional services, our results of operations may be negatively and materially affected. Dissatisfaction with the nature or quality of our services could also lead customers to terminate our service.

We depend on monthly fees and interaction-based fees from our services for substantially all of our revenue. As part of our strategy, we are increasingly offering customers subscriptions with interaction-based fees. While this interaction-based fee model has demonstrated success in our business to date, it could potentially produce greater variability in our revenue as revenue in this model is impacted by the number of interactions that our customers generate through use of our products. Because of the historically small amount of services sold in initial orders, we depend significantly on the growth of our customer base and sales to new customers and sales of additional services to our existing customers. Our revenue could decline unless we are able to obtain additional customers or alternate revenue sources.

Our results of operations may be adversely impacted due to our exposure to foreign currency exchange rate fluctuations.

We conduct business in currencies other than the U.S. dollar in Europe, Australia, Japan and Israel. As we continue to expand our international operations we become more exposed to the effects of fluctuations in currency exchange rates. As a result of the expanding size and scope of our international operations, our currency rate fluctuation risk associated with the exchange rate movement of the U.S. dollar has increased.

Since we conduct business in currencies other than the U.S. dollar but report our financial results in U.S. dollars, fluctuations in currency exchange rates could adversely affect our results of operations. For example, during 2017 we experienced a foreign currency exchange impact of approximately 1% percent, or approximately \$3.5 million if held in constant currency, to our revenue. Fluctuations in the value of the U.S. dollar relative to other foreign currencies could materially affect our revenue, cost of revenue and operating expenses, and result in foreign currency transaction gains and losses. In January 2015, we began hedging a portion of our foreign currency exchange rate exposure; however, significant fluctuations in exchange rates between the U.S. dollar and foreign currencies may nonetheless adversely affect our net income (loss). We may seek to enter into additional hedging transactions in the future or to use financial instruments, such as derivative financial instruments, to mitigate risk, but we may be unable to enter into them successfully, on acceptable terms or at all. Additionally, these programs rely on our ability to forecast accurately and could expose us to additional risks that could adversely affect our financial condition and results of operations. We cannot predict whether or not we will incur foreign exchange losses in the future. To the extent the international component of our revenues grows, our results of operations will become more sensitive to foreign exchange rate fluctuations.

Our business is subject to a variety of U.S. and international laws and regulations regarding privacy and data protection, and increased public scrutiny of privacy and security issues could result in increased government regulation, industry standards and other legal obligations that could adversely affect our business.

We collect, process, store and use personal data and other information generated during mobile and online messaging between brands and consumers and between experts and consumers. We post our privacy policies and practices on our websites and we also often include privacy commitments in our contracts. Our business is subject to numerous federal, state and international laws and regulations regarding privacy, data protection, personal information, security, data collection, storage, use and transfer, and the use of cookies and similar tracking technologies. To the extent that additional legislation regarding user privacy is enacted, such as legislation governing the collection and use of information regarding Internet or mobile users through the use of cookies or similar technologies, the effectiveness of our services could be impaired by restricting us from collecting or using information that may be valuable to our customers and/or exposing us to lawsuits or regulatory investigations. The foregoing could have a material adverse effect our business, results of operations and financial condition.

The scope of U.S. and international privacy laws and regulations is evolving and changing, subject to differing interpretations, may be costly to comply with, and may be inconsistent among countries and jurisdictions or conflict with other rules. As we expand our operations in these countries, our liability exposure and the complexity and cost of compliance with data and privacy requirements will likely increase. Any failure by us to comply with our posted privacy policies, applicable federal, state or international privacy-related or data protection laws and regulations, or the privacy commitments contained in our contracts, could result in proceedings against us by governmental entities, customers, consumers, watchdog groups or others, which could have a material adverse effect on our business, financial condition and results of operations. In addition, the increased attention focused upon liability issues as a result of lawsuits and legislative proposals could harm our reputation or otherwise impact the growth of our business.

Laws and practices regarding handling and use of personal and other information by companies have come under increased public scrutiny, and governmental entities, consumer agencies and consumer advocacy groups have called for increased regulation and changes in industry practices. For example, in December 2015, following the conclusion of the “trilogue” meetings between the European Parliament, the Council of the European Union, and the European Commission, an agreement was announced with respect to a new EU data protection framework, the General Data Protection Regulation (“GDPR”), which will become effective in May 2018 and will apply across the European Union. The GDPR will replace the current EU Data Protection Directive and will impose significantly greater compliance burdens on companies with users and/or operations in the European Union and provides for considerable fines up to the higher of 20 million Euros and 4% of global annual revenue for noncompliance. One material change is that data processors (as that term is defined by applicable EU data protection law) have direct obligations, including implementing technical and organizational measures, and enhanced notification rules. The GDPR also imposes certain technological requirements that may require us to make changes to our services to enable LivePerson and/or our customers to meet the new legal requirements and may impact how data protection is addressed in our customer and vendor agreements. The European Union has also released a proposed Regulation on Privacy and Electronic Communications (e-Privacy Regulation) to replace the EU’s Privacy and Electronic Communications Directive (e-Privacy Directive) to, among other things, better align with the GDPR, to amend the current e-Privacy Directive’s rules on the use of cookies and other tracking technologies, and to harmonize across current EU member state e-privacy data protection laws. Compliance with changes in laws and regulations related to privacy may require significant cost, limit the use and adoption of our services, and require material changes in our business practices that result in reduced revenue. Noncompliance could result in material fines and penalties or governmental orders requiring us to change our data practices, which could damage our reputation and harm our business.

Additionally, as Internet commerce continues to evolve, regulation by federal, state and foreign governments or agencies in the areas of data privacy and data security is likely to increase. For instance, the EU-US Safe Harbor program (“EU Safe Harbor”), which provided a valid legal basis for transfers of personal data from Europe to the United States, was invalidated on October 6, 2015, which has had a significant impact on the transfer of data from the European Union to U.S. companies, including us. In July 2016, the European Union and the United States agreed to a new framework called the EU-US Privacy Shield (“EU Privacy Shield”) that provides a mechanism for companies to transfer data from EU member states to the United States and that LivePerson certified to in September 2016. Similarly, a new Swiss-U.S. Privacy Shield (“Swiss Privacy Shield”) was announced in January 2017 that replaces the former Swiss-U.S. Safe Harbor (“Swiss Safe Harbor”). The new EU Privacy Shield requirements could impact our business and result in substantial expense and require changes to our operations, and the EU Privacy Shield is subject to an annual review that could result in changes to our obligations. We may also have to require some of our vendors who process personal data to take on additional privacy and security obligations, and some may refuse, causing us to incur potential disruption and expense related to our business processes. If our policies and practices, or those of our vendors, are, or are perceived to be, insufficient or if our members and customers have concerns regarding the transfer of data from the European Union to the United States, we could be subject to enforcement actions or investigations by EU Data Protection Authorities or lawsuits by private parties, member engagement could decline and our business could be negatively impacted.

The EU Privacy Shield and other frameworks may be challenged by regulators and/or private parties and reviewed by the European courts, which may lead to uncertainty about the legal basis for data transfers outside the EU. Ongoing legal reviews may result in burdensome or inconsistent requirements affecting the location and movement of our customer and internal employee data as well as the management of that data. Compliance may require changes in services, business practices, or internal systems that result in increased costs, lower revenue, reduced efficiency, or greater difficulty in competing with foreign-based firms. Failure to comply with existing or new rules may result in significant penalties or orders to stop the alleged noncompliant activity.

While there are other legally recognized mechanisms, such as standard Model Contractual Clauses, that we believe allow for the lawful transfer of EU personal data to the United States, these mechanisms have also been subjected to regulatory or judicial scrutiny and may be invalidated or evolve to include new legal requirements that could have an impact on how we move data between and among countries and regions in which we operate, which could affect how we provide our services or adversely impact our financial results.

In addition to government activity, privacy advocacy and other industry groups have established or may establish new self-regulatory standards that may place additional burdens on us. If our privacy practices are deemed unacceptable by watchdog groups or privacy advocates, such groups may take measures that harm our business by, for example, disparaging our reputation and our business, which may have a material adverse effect on our results of operations and financial condition. In addition, privacy concerns may cause Internet users to avoid online sites that collect various forms of data or to resist providing the data necessary to allow our customers to use our services effectively. Even the perception of security and privacy concerns, whether or not valid, could inhibit sales and market acceptance of our products and services.

Our business is subject to a variety of U.S. and foreign laws, and existing, new and developing regulatory or other legal requirements could subject us to claims or materially impact our business.

We and our customers are subject to a number of laws and regulations in the United States and abroad, including laws related to conducting business on the Internet, such as laws regarding privacy, data protection, information security, cybersecurity, restrictions or technological requirements regarding the collection, use, storage, protection or transfer of consumer data, content, consumer protection, internet (or net) neutrality, advertising, electronic contracts, taxation, provision of online payment services (including credit card processing), and intellectual property rights, which are continuously evolving and developing. Because our services are accessible worldwide, certain foreign jurisdictions may claim that we are required to comply with their laws, even if we don't have a local entity, employees or infrastructure. Often, foreign data protection, privacy, and other laws and regulations are more restrictive than those in the United States. The scope and interpretation of the laws and other obligations that apply to us, including those related to user privacy and data security, are often uncertain and may be conflicting, particularly laws and obligations outside the United States. There is a risk that these laws may be interpreted and applied differently in any given jurisdiction in a manner that is not consistent with our current practices, which could cause us to incur substantial cost and could negatively impact our brand, reputation and business.

Businesses using our products and services may collect data from their website users. Various federal, state and foreign government bodies and agencies impose laws regarding collection, use and retention of data from website visitors. We offer our customers a variety of data security procedures and practices, such as encryption for data at rest and masking algorithms for sensitive data prior to transfer to our database, in an effort to protect information. Changes to applicable laws and how they are interpreted relating to data security and other consumer protection areas could significantly increase the cost to us and our customers of regulatory compliance and could negatively impact our business.

For instance, some states in the United States have enacted legislation designed to protect consumer privacy by prohibiting the distribution of "spyware" over the Internet. Such legislation typically focuses on restricting the proliferation of software that, when installed on an end user's computer, is used to intentionally and deceptively take control of the end user's machine. We do not believe that the data monitoring methods that we employ constitute "spyware" or are prohibited by applicable laws. However, federal, state and foreign laws and regulations, many of which can be enforced by government entities or private parties, are constantly evolving and can be subject to significant changes in application and interpretation. If, for example, the scope of the previously mentioned "spyware" legislation were changed to include web analytics, such legislation could apply to the technology we use and potentially restrict our ability to conduct our business.

In addition, regulatory authorities and governments around the world are considering a number of legislative and regulatory proposals concerning privacy, collection and use of website visitor data, data storage, data protection, the "right to be forgotten," content regulation, cybersecurity, government access to personal information, online advertising, email and other categories of electronic spam, and other matters that may be applicable to our business. Compliance with these laws may require substantial investment or may be technologically challenging for us. For example, some jurisdictions, including the United States, are considering whether the collection of anonymous data may invade the privacy of website visitors. If laws or regulations are enacted that limit data collection or use practices related to anonymous data, we and/or our customers may be required to obtain the express consent of web visitors in order for our technology to perform certain basic functions that are based on the collection and use of technical data. Requirements that a website must first obtain consent from its web visitors before using our technology could reduce the amount and value of the services we provide to customers, which might impede sales and/or cause some existing customers to discontinue using our services.

It is also likely that, as our business grows and evolves, an increasing portion of our business shifts to mobile, and our solutions are offered and used in a greater number of countries, we will become subject to laws and regulations in additional jurisdictions. We could need to expend considerable effort and resources to develop new product features and/or procedures to comply with any such legal requirements. It is difficult to predict how existing laws will apply to our business and what new laws and legal obligations we may become subject to. If we are not able to comply with these laws or other legal obligations, or if we become liable under them, we may be forced to implement material changes to our business practices, delay release of new and enhanced services and expend substantial resources, which would negatively affect our business, financial condition and results of operations. In addition, any increased attention focused on liability issues, or as a result of regulatory fines or lawsuits, could harm our reputation or otherwise impact the growth of our business. Any costs incurred as a result of this potential liability could harm our business and operating results.

The Company monitors pending legislation and regulatory initiatives to ascertain relevance, analyze impact and develop strategic direction surrounding regulatory trends and developments. Due to shifting economic and political conditions, tax policies or rates in various jurisdictions may be subject to significant change. A range of other proposed or existing laws and new interpretations of existing laws could have an impact on our business. For example:

Government agencies and regulators have reviewed, are reviewing and will continue to review, the personal data handling practices of companies doing business online, including privacy and security policies and practices. This review may result in

new laws or the promulgation of new regulations or guidelines that may apply to our products and services. For example, the State of California and other states have passed laws relating to disclosure of companies' practices with regard to Do-Not-Track signals from Internet browsers, the ability to delete information of minors, and new data breach notification requirements. California has also adopted privacy guidelines with respect to mobile applications. Outside the European Union and the United States, a number of countries have adopted or are considering privacy laws and regulations that may result in significant greater compliance burdens. Existing and proposed laws and regulations regarding cybersecurity and monitoring of online behavioral data, such as the proposed "Do Not Track" regulations, regulations aimed at restricting certain targeted advertising practices and collection and use of data from mobile devices, new and existing tools that allow consumers to block online advertising and other content, and other proposed online privacy legislation could potentially apply to some of our current or planned products and services. Existing and proposed laws and regulations related to email and other categories of electronic spam could impact the delivery of commercial email and other electronic communications by us or on behalf of customers using our services.

The FTC in particular has aggressively investigated and brought enforcement actions against companies that fail to comply with their privacy or data security commitments to consumers, or fail to comply with regulations or statutes such as the Children's Online Privacy Protection Act. Any investigation or review of our practices may require us to make changes to our products and policies, which could harm our business. Currently there are many proposals by lawmakers and industry groups in this area, both in the United States and overseas, which address the collection, maintenance and use of personal information, web browsing and geolocation data, and establish data security and breach notification requirements. Further, regulators and industry groups have also released self-regulatory principles and guidelines for various data privacy and security practices. Given that this is an evolving and unsettled area of regulation, the imposition of any new significant restrictions or technological requirements could have a negative impact on our business.

If we are unable to effectively operate on mobile devices, our business could be adversely affected.

The number of people who access the Internet and complete transactions over the Internet through devices other than desktop computers, including smartphones, handheld tablets and mobile phones, has increased dramatically in the past few years and is projected to continue to increase. To address these developments, we continue to extend our products and services to support messaging on mobile phone and tablet applications belonging to our company and our customers. If the mobile solutions we have developed do not meet our customers' needs or the needs of their website visitors, are not widely adopted by our customers and consumers, or create new risks related to privacy and security, we may fail to retain existing customers and we may have difficulty attracting new customers, and also be subject to investigations, litigation or reputational harm. If we are unable to rapidly innovate and grow mobile revenue, or if we incur excessive expenses in this effort, our financial performance and ability to continue to grow overall revenue may be negatively affected.

Additionally, our mobile phone and tablet applications and those of our customers depend on their interoperability with popular mobile operating systems, networks and standards that we and they do not control, such as Android and iOS operating systems, and any changes in such systems and terms of service that degrade the functionality of our solutions or give preferential treatment to competitive products could adversely affect our revenue. We may not be successful in developing products that operate effectively with these technologies, systems, networks or standards. As new devices and platforms are continually being released, it is difficult to predict the challenges we may encounter in developing versions of our solutions for use on these alternative devices.

Failures or security breaches in our services or systems, those of our third party providers, or in the websites of our customers, including those resulting from cyber-attacks, security vulnerabilities, defects or errors, could harm our business.

Our products and services involve the storage and transmission of proprietary information and personal data related to or customers and their users, and experts and consumers, and theft and security breaches expose us to a risk of loss of this information, improper use and disclosure of this information, litigation, and potential liability. We experience cyber-attacks of varying degrees on a regular basis. Our security measures may also be breached due to employee or other error, intentional malfeasance and other third party acts, and system errors or vulnerabilities, including vulnerabilities of our third party vendors, or customers, or otherwise. Any such breach or unauthorized access, or attempts by outside parties to fraudulently induce employees, users, vendors or customers to disclose sensitive information in order to gain access to our data or data of our customers, users, experts or consumers, including, but not limited to, individual personal information and financial credit or debit card data that is protected by law or contract, could result in significant legal and financial exposure, damage to our reputation, and a loss of confidence in the security of our products and services that could potentially have an adverse effect on our business.

While we continue to expand our focus on this issue and are taking measures to safeguard our products and services from cybersecurity threats and vulnerabilities in desktop computers, mobile phones, smartphones and handheld devices, cyber-attacks and other security incidents continue to evolve in sophistication and frequency. Because the techniques used to obtain unauthorized access, disable or degrade service, or sabotage systems, are constantly evolving in sophisticated ways to avoid detection and often are not recognized until launched against a target, it may be difficult or impossible for us to anticipate or identify these techniques or to implement adequate preventative measures. And while technological advancements enable more data and processes, such as mobile computing and mobile payments, they also increase the risk that cyber-attacks and other security incidents will occur.

A significant cyber-attack or other security incident involving our, our service providers' or our customers' systems could result in material harm to our brand and reputation, our ability to deliver our services or retain customers, and expose us to lawsuits, regulatory investigations, and significant damages, fines or penalties.

In addition, our customers may authorize third party access to their customer data located in our cloud environment. Because we do not control the transmissions between customer authorized third parties, or the processing of such data by customer authorized third parties, we cannot ensure the integrity or security of such transmissions or processing. Because our services are responsible for critical communication between our customers and consumers, any security failures, defects or errors in our components, materials or software or those used by our customers could have an adverse impact on us, on our customers and on the end users of their websites. Such adverse impact could include a decrease in demand for our services, damage to our reputation and to our customer relationships, legal exposure, and other financial liability or harm to our business.

Industry-specific regulation is evolving and unfavorable industry-specific laws, regulations or interpretive positions could harm our business.

Our customers and potential customers do business in a variety of industries, including financial services, the public sector, healthcare and telecommunications. Regulators in certain industries have adopted and may in the future adopt regulations or interpretive positions regarding the use of cloud computing and other outsourced services. The costs of compliance with, and other burdens imposed by, industry-specific laws, regulations and interpretive positions may limit our customers' use and adoption of our services and reduce overall demand. For example, some financial services regulators have imposed guidelines for use of cloud computing services that mandate specific controls or that require financial services providers to obtain regulatory approval prior to outsourcing certain functions. If we are unable to comply with these guidelines or controls, or if our customers are unable to obtain regulatory approval to use our service where required, our business may be harmed. In addition, an inability to satisfy the standards of certain third-party certification bodies that our customers may expect, such as the Payment Card Industry (PCI) Data Security Standards, may have an adverse impact on our business. If we are unable in the future to achieve or maintain these industry-specific certifications or comply with other similar requirements or standards that are relevant to our customers, our business and our revenue may be adversely impacted.

In some cases, industry-specific laws, regulations or interpretive positions may also apply directly to us as a service provider. Any failure or perceived failure by us to comply with such requirements could have a material adverse impact on our business and results of operations.

Downturns in the global economic environment or in particular industries in which our sales are concentrated may adversely affect our business and results of operations.

The United States and other global economies have experienced in the past and could in the future experience economic downturn that affects all sectors of the economy, particularly in the financial services and retail industries, resulting in declines in economic growth and consumer confidence, increases in unemployment rates and uncertainty about economic stability. Further, there is increased uncertainty regarding social, political, immigration and trade policies in the United States, which could impact our global operations and our business. Global credit and financial markets have in the past experienced extreme disruptions, including diminished liquidity and credit availability and rapid fluctuations in market valuations. Our business has been affected by these conditions in the past and could be similarly impacted in the future by any downturn in global economic conditions.

Our business is, and will continue to be, dependent on sales to customers in the telecommunications, financial services, retail, automotive, real estate and technology industries. A downturn in one or more of these industries could have a material adverse effect on our business, liquidity, results of operations, financial condition and cash flows. In the event that industry conditions deteriorate in one or more of these industries, we could experience, among other things, cancellation or non-renewal of existing contracts, reduced demand for our products and reduced sales. It could be difficult to predict the timing, strength or duration of any economic slowdown or subsequent economic recovery, either relating to the global economic environment or to the particular industries in which our sales are concentrated, which, in turn, could make it more challenging for us to forecast our operating results, make business decisions and identify risks that may adversely affect our business, sources and uses of cash, financial condition and results of operations.

Weak economic conditions may also cause our customers to experience difficulty in supporting their current operations and implementing their business plans. Our customers may reduce their spending on our services, may not be able to discharge their payment and other obligations to us, may experience difficulty raising capital, or may elect to scale back the resources they devote to customer service and/or sales and marketing technology, including services such as ours. Economic conditions may also lead consumers and businesses to postpone spending, which may cause our customers to decrease or delay their purchases of our products and services. If economic conditions deteriorate for us or our customers, we could be required to record charges relating to restructuring costs or the impairment of assets, may not be able to collect receivables on a timely basis, and our business, financial condition and results of operations could be materially adversely affected.

Economic conditions and regulatory changes caused by the United Kingdom's likely exit from the European Union could negatively impact our business.

In June 2016, voters in the United Kingdom ("U.K.") approved a referendum to withdraw the U.K.'s membership from the European Union ("E.U."), which is commonly referred to as "Brexit". In March 2017, the U.K. government initiated the exit process under Article 50 of the Treaty of the European Union, commencing a period of up to two years for the U.K. and the other E.U. member states to negotiate the terms of the withdrawal. These negotiations will determine the future terms of the U.K.'s relationship with the E.U., including the terms of trade between the U.K. and the E.U.

The announcement of Brexit has resulted in significant volatility in global stock market and currency exchange rate fluctuations that resulted in strengthening of the U.S. dollar relative to other foreign currencies in which we conduct business. The announcement of Brexit and likely withdrawal of the U.K. from the E.U. has also created global economic uncertainty, which may cause our customers to closely monitor their costs and reduce their spending budgets. This could negatively impact our business, including affecting our relationships with our existing and future customers, suppliers and employees, which could have a negative impact on our business, prospects, results of operations, financial condition and cash flows.

Further volatility in exchange rates resulting from Brexit is expected to continue in the short term as the U.K. negotiates its exit from the E.U. We translate sales and other results denominated in foreign currency into U.S. dollars for our financial statements. During periods of a strengthening dollar, our reported international sales and earnings could be reduced because foreign currencies may translate into fewer U.S. dollars.

The effects of Brexit will depend on any agreements the U.K. makes to retain access to E.U. markets either during a transitional period or more permanently. The measures could potentially disrupt the markets we serve and the tax jurisdictions in which we operate and adversely change tax benefits or liabilities in these or other jurisdictions, and may cause us to lose customers, suppliers and/or employees. In addition, Brexit could lead to legal uncertainty and potentially divergent national laws and regulations as the U.K. determines which E.U. laws to replace or replicate. Any of these effects of Brexit, among others, could negatively impact our prospects, business, financial condition and results of operations.

Our business depends significantly on our ability to retain our key personnel, attract new personnel, and manage attrition.

Our success depends largely on the continued services of our senior management team. The loss of one or more members of senior management could have a material adverse effect on our business, results of operations and financial condition. We are also substantially dependent on the continued service of other key personnel, including key sales executives responsible for revenue generation and key development personnel accountable for product and service innovation and timely development and delivery of upgrades and enhancements to our existing products and services. Changes to senior management and key employees could also lead to additional unplanned losses of key employees. The loss of key employees could seriously harm our ability to release new products and services and upgrade existing products and services on a timely basis, which could significantly help our competitors.

In the technology industry, there is substantial competition for key personnel, including skilled engineers, sales executives and operations personnel. We may not be able to successfully recruit, integrate and retain qualified personnel in the future, which could harm our business. If our retention and recruitment efforts are ineffective, employee turnover could increase and our ability to provide services to our customers would be materially and adversely affected. Furthermore, the requirement to expense stock options may discourage us from granting the size or type of stock option awards that job candidates may require in order to join our company.

In addition, we may not be able to outsource certain functions. We expect to evaluate our needs and the performance of our staff on a periodic basis, and may choose to make adjustments in the future. If the size of our staff is significantly reduced, either by our choice or otherwise, it may become more difficult for us to manage existing, or establish new, relationships with customers and other counter-parties, or to expand and improve our service offerings. It may also become more difficult for us to implement changes to our business plan or to respond promptly to opportunities in the marketplace. Further, it may become more difficult for us to devote personnel resources necessary to maintain or improve existing systems, including our financial and managerial controls, billing systems, reporting systems and procedures. Thus, any significant amount of staff attrition could cause our business and financial results to suffer.

If we do not successfully integrate past or potential future acquisitions, we may not realize the expected business or financial benefits and our business could adversely impacted.

As part of our business strategy, we have made and will continue to make acquisitions to add complementary businesses, products, technologies, revenue and intellectual property rights. We have made a number of acquisitions during the past decade, including three in 2014. In November 2014, we acquired Contact At Once!, LLC, a software company with a cloud-based platform that instantly connects consumers with businesses through instant messaging, text messaging, chat, social media and video over the internet for consumer-to-business sales conversions. In June 2014, we acquired Synchronite LLC, a German based start-up that provides co-browsing technology, and in March 2014, we acquired NexGraph, LLC, a company focused on analytic solutions.

Acquisitions and investments involve numerous risks to us, including:

- potential failure to achieve the expected benefits of the combination or acquisition;
- inability to generate sufficient revenue to offset acquisition or investment cost;
- difficulties in integrating operations, technologies, products and personnel;
- diversion of financial and management resources from efforts related to existing operations;
- risks of entering new markets in which we have little or no experience or where competitors may have stronger market positions;
- potential loss of our existing key employees or key employees of the company we acquire;
- inability to maintain relationships with customers and partners of the acquired business
- use of alternative investment or compensation structures;
- potential unknown liabilities associated with the acquired businesses; and
- the tax effects of any such acquisitions.

These difficulties could disrupt our ongoing business, expose us to unexpected costs, distract our management and employees, increase our expenses and adversely affect our results of operations. Furthermore, we may incur debt or issue equity securities to pay for any future acquisitions. The issuance of equity securities could be dilutive to our existing stockholders.

We may be unsuccessful in expanding our operations internationally and/or into direct-to-consumer services due to additional regulatory requirements, tax liabilities, currency exchange rate fluctuations and other risks, which could adversely affect our results of operations.

In addition to our operations in the United States, we have operations in Australia, Canada, France, Israel, Italy, Germany, Japan, Netherlands and the United Kingdom. We have also continued to invest in global messaging initiatives and in acquisitions. Our ability to continue to expand into international markets and in the online consumer market involves various risks, including the possibility that returns on such investments will not be achieved in the near future, or ever, and the difficulty of competing in markets with which we are unfamiliar.

Our international operations and direct-to-consumer services may also fail due to other risks inherent in foreign and/or online consumer operations, including:

- varied, unfamiliar, unclear and changing legal and regulatory restrictions, including different legal and regulatory standards applicable to Internet services, communications, privacy, and data protection;
- difficulties in staffing and managing foreign operations;
- differing intellectual property laws that may not provide sufficient protection for our intellectual property;
- adverse tax consequences or additional tax liabilities;
- difficulty in addressing country-specific business requirements and regulations;
- fluctuations in currency exchange rates;
- strains on financial and other systems to properly administer VAT and other taxes;
- different consumer preferences and requirements in specific international markets; and
- international legal, compliance, political, regulatory or systemic restrictions, or other international governmental scrutiny, applicable to United States companies with sales and operations in foreign countries, including, but not limited to, possible compliance issues involving the U.S. Foreign Corrupt Practices Act, the U.K. Bribery Act, and similar laws in other jurisdictions.

Our current and any future international expansion plans will require management attention and resources and may be unsuccessful. We may find it impossible or prohibitively expensive to continue expand internationally or we may be unsuccessful in our attempt to do so, and our results of operations could be adversely impacted. In addition, violations of any foreign laws or regulations could result in fines, criminal sanctions against us, our officers or our employees, prohibitions on the conduct of our business and damage to our reputation.

We may be liable if third parties access or misappropriate confidential or personal data from our systems or services.

The dialogue transcripts of the text-based chats, email interactions and other interactions between our customers and their users may include information, such as personal contact and demographic information. Although we employ and continually test and update our security measures to protect this information from unauthorized access, it is still possible that our security measures could be breached and such a breach could result in unauthorized access to our customers' data or our data, including our intellectual property and other confidential business information. Because the techniques employed by hackers to obtain unauthorized access or to sabotage systems change frequently and are becoming more sophisticated in circumventing security measures and avoiding detection, we may be unable to anticipate all techniques or to implement adequate preventative measures. Any security breach could result in disclosure of our trade secrets or disclosure of confidential customer, supplier or employee data. If third parties were able to penetrate our network security or otherwise misappropriate personal data relating to our customers' Internet users or the text of customer service inquiries, our competitive position may be harmed and we could be subject to liability. In the event of a security incident, we could be liable for compliance with a myriad of breach notification laws at the state, federal and international level, which may cause business disruption and extensive notification costs, and could lead to penalties, government investigations and lawsuits for compliance failures. We may as a result of a security incident be deemed out of compliance with United States federal and state laws, international laws, or contractual commitments, and we may be subject to government investigations, lawsuits, fines, criminal penalties, statutory damages, and other costs to respond to breach or security incidents, which could have a material adverse effect on our business, results of operations and financial condition. We may incur significant costs to protect against the threat of security breaches or to mitigate the harm and alleviate problems caused by such breaches. Furthermore, certain software and services that we use to operate our business are hosted and/or operated by third parties or integrated with our systems. If these services were to be interrupted or their security breached, our business operations could be similarly disrupted and we could be exposed to liability and costly investigations or litigation. The need to physically secure and securely transmit and store confidential information online has historically been a significant barrier to e-commerce and online communications and will accelerate as a consumer and regulatory focus and concern. Any publicized compromise of security could deter people from using online services such as the ones we offer or from using them to conduct transactions, which involve transmitting confidential information. Because our success depends on the general acceptance and reputation of our services and electronic commerce, we may incur significant costs to protect against the threat of security breaches or to alleviate problems caused by these breaches.

We provide service level commitments to certain customers. If we do not meet these contractual commitments, we could be obligated to provide credits or refunds or face contract terminations, which could adversely affect our revenue and harm our reputation.

As is common for many cloud service providers, we offer service level commitments in certain of our customer contracts, primarily related to uptime of our service. If we are unable to meet the stated service level commitments or suffer periods of downtime that exceed the periods allowed under our customer contracts, whether due to downtime caused by us or our third-party service providers, we may be contractually obligated to provide these customers with service credits and/or pay financial penalties, which could significantly impact our revenue. In addition, even if our contracts provide otherwise, these customers may attempt to terminate their contracts and/or pursue other legal remedies. Recurring or extended service outages could also cause damage to our reputation and result in substantial customer dissatisfaction or loss, which could adversely affect our current and future revenue and operating results.

We are dependent on technology systems and third-party content that are beyond our control.

The success of our services depends in part on our customers' online services as well as the Internet connections of visitors to websites, both of which are outside of our control. As a result, it may be difficult to identify the source of problems if they occur. In the past, we have experienced problems related to connectivity which has resulted in slower than normal response times to Internet user chat requests and messages and interruptions in service. Our services rely both on the Internet and on our connectivity vendors for data transmission. Therefore, even when connectivity problems are not caused by our services, our customers or Internet users may attribute the problem to us. This could diminish our brand and harm our business, divert the attention of our technical personnel from our product development efforts or cause significant customer relations problems.

In addition, we rely in part on third-party service providers and other third parties for various services, including, but not limited, to Internet connectivity, network infrastructure hosting, security and maintenance, and software and hardware from a variety of vendors. These providers may experience problems that result in slower than normal response times and/or interruptions in service. If we are unable to continue utilizing the third-party services that support our web hosting and infrastructure or if our services experience interruptions or delays due to third party providers, our reputation and business could be harmed, and we may be exposed to legal and reputational risk, and significant remediation costs.

We also rely on the security of our third party providers to protect our proprietary information and information of our customers. Information technology system failures, including a breach of our or our third party providers' data security, could disrupt our ability to function in the normal course of business by potentially causing, among other things, an unintentional

disclosure of customer information or loss of information. Additionally, despite our security procedures or those of our third party providers, information systems may be vulnerable to threats such as computer hacking, cyber-terrorism or other unauthorized attempts by third parties to access, obtain, modify or delete our or our customers' data. Any such breach could have a material adverse effect on our operating results and our reputation as a provider of business collaboration and communications solutions and could subject us to significant penalties and negative publicity, as well as government investigations and claims for damages or injunctive relief under state, federal and foreign laws or contractual agreements.

We also depend on third parties for hardware and software, and our consumer services depend on third parties for content. Such products and content could contain defects or inaccurate information. Problems arising from our use of such hardware or software or third party content could require us to incur significant costs or divert the attention of our technical or other personnel from our product development efforts or to manage issues related to content. To the extent any such problems require us to replace such hardware or software we may not be able to do so on acceptable terms, if at all.

Our products and services may infringe upon intellectual property rights of third parties and any infringement could require us to incur substantial costs and may distract our management.

We have had patent and other infringement lawsuits filed against us claiming that certain of our products and services infringe third party intellectual property rights, and we are subject to the future risk of additional third party claims alleging infringement against us or against our customers for use of our products and services. Many of our customer and partner contracts, including certain suppliers, contain indemnification obligations requiring us to indemnify our customers from certain claims against them or arising from the use of our services. Substantial litigation regarding intellectual property rights exists in the software industry. In the ordinary course of our business, our services and/or our customers' use of our services may be increasingly subject to third-party infringement claims as claims by non-practicing entities become more prevalent and the number of competitors in our industry segment grows and the functionality of services in different industry segments overlaps. Some of our competitors in the market for digital engagement technology, and/or web and mobile based consumer-facing services or other third parties may have filed or may intend to file patent applications covering aspects of their technology and have asserted or may assert claims against us. Any claims alleging infringement of third-party intellectual property rights could require us to spend significant amounts in litigation (even if the claim is invalid), distract management from other tasks of operating our business, pay substantial damage awards, prevent us from selling our products, delay delivery of our services, require the development of non-infringing software, technology, business processes, systems or other intellectual property (none of which might be successful), or limit our ability to use the intellectual property that is the subject of any of these claims, unless we enter into license agreements with the third parties (which may be costly, unavailable on commercially reasonable terms, or not available at all). Therefore, any such claims could have a material adverse effect on our business, results of operations, cash flows and financial condition.

Our business and prospects would suffer if we are unable to protect and enforce our intellectual property rights.

Our success and ability to compete depend, in part, upon the protection of our intellectual property rights relating to the technology underlying our services. We rely on a combination of patent, copyright, trade secret, trademark and other common law protections in the United States and other jurisdictions, as well as confidentiality requirements and contractual provisions, to protect our proprietary technology, processes and other intellectual property. We own a portfolio of patents and patent applications in the United States and internationally and regularly file patent applications to protect intellectual property that we believe is important to our business, including intellectual property related to digital engagement technology, and/or web and mobile based consumer-facing services. We believe the duration of our patents is adequate relative to the expected lives of our products and services. We pursue the registration of our domain names, trademarks and trade names in the United States and in certain locations outside the United States. We also own copyrights, including in our software, publications and other documents authored by us. These intellectual property rights are important to our business and marketing efforts. We seek to protect our intellectual property rights by relying on federal, state, and common law rights, including registration, or otherwise in the United States and certain foreign jurisdictions, as well as contractual restrictions. However, we believe that factors such as the technological and creative skills of our personnel, new service developments, frequent enhancements and reliable maintenance are more essential to establishing and maintaining a competitive advantage. Others may develop technologies that are similar or superior to our technology. We enter into confidentiality and other written agreements (including invention assignment agreements) with our employees, consultants, customers, potential customers, strategic partners, and other third parties, and through these and other written agreements, we attempt to control access to and distribution of our software, documentation and other proprietary information. Despite our efforts to protect our proprietary rights, third parties may, in an unauthorized manner, attempt to use, copy or otherwise obtain and market or distribute our intellectual property rights or technology or otherwise develop a service with the same functionality as our services. Policing unauthorized use of our services and intellectual property rights is difficult, and we cannot be certain that the steps we have taken will prevent misappropriation of our technology or intellectual property rights, particularly in foreign countries where we do business, where our services are sold or used, where the laws may not protect proprietary rights as fully as do the laws of the United States or where enforcement of laws protecting proprietary rights is not common or effective.

The duration of the protection afforded to our intellectual property depends on the type of property in question, the laws and regulations of the relevant jurisdiction and the terms of its license agreements with others. With respect to our trademarks and trade names, trademark laws and rights are generally territorial in scope and limited to those countries where a mark has been registered or protected. While trademark registrations may generally be maintained in effect for as long as the mark is in use in the respective jurisdictions, there may be occasions where a mark or title is not registrable or protectable or cannot be used in a particular country. In addition, a trademark registration may be cancelled or invalidated if challenged by others based on certain use requirements or other limited grounds. The duration of property rights in trademarks, service marks and tradenames in the United States, whether registered or not, is predicated on our continued use.

It is possible that:

- any issued patent or patents issued in the future may not be broad enough to protect our intellectual property rights;
- any issued patent or any patents issued in the future could be successfully challenged by one or more third parties, which could result in our loss of the right to prevent others from exploiting the inventions claimed in the patents;
- current and future competitors may independently develop similar technologies, duplicate our services or design around any patents we may have; and
- effective intellectual property protection may not be available in every country in which we do business, where our services are sold or used, where the laws may not protect proprietary rights as fully as do the laws of the United States or where enforcement of laws protecting proprietary rights is not common or effective.

Further, to the extent that the invention described in any United States patent was made public prior to the filing of the patent application, we may not be able to obtain patent protection in certain foreign countries. We also rely upon copyright, trade secret, trademark and other common law in the United States and other jurisdictions, as well as confidentiality procedures and contractual provisions, to protect our proprietary technology, processes and other intellectual property. Any steps we might take may not be adequate to protect against infringement and misappropriation of our intellectual property by third parties. Similarly, third parties may be able to independently develop similar or superior technology, processes or other intellectual property. Third parties may register marks that are confusingly similar to the trademarks or services marks that we have used in the United States and our failure to monitor foreign registrations or mark usage may impact our rights in certain trademarks or services marks. Policing unauthorized use of our services and intellectual property rights is difficult, and we cannot be certain that the steps we have taken will prevent misappropriation of our technology or intellectual property rights, particularly in foreign countries where we do business, where our services are sold or used, where the laws may not protect proprietary rights as fully as do the laws of the United States or where enforcement of laws protecting proprietary rights is not common or effective. The unauthorized reproduction or other misappropriation of our intellectual property rights could enable third parties to benefit from our technology without paying us for it. If this occurs, our business, results of operations and financial condition could be materially and adversely affected. In addition, disputes concerning the ownership or rights to use intellectual property could be costly and time-consuming to litigate, may distract management from operating our business and may result in our loss of significant rights.

We may be subject to legal liability and/or negative publicity for the services provided to consumers via our technology platforms.

Our technology platforms enable representatives of our customers as well as individual service providers to communicate with consumers and other persons seeking information or advice on the Internet. The law relating to the liability of online platform providers such as us for the activities of users of their online platforms is often challenged in the United States and internationally. We may be unable to prevent users of our technology platforms from providing negligent, unlawful or inappropriate advice, information or content via our technology platforms, or from behaving in an unlawful manner, and we may be subject to allegations of civil or criminal liability for negligent, fraudulent, unlawful or inappropriate activities carried out by users of our technology platforms.

Claims could be made against online services companies under both United States and foreign law, such as fraud, defamation, libel, invasion of privacy, negligence, data breach, copyright or trademark infringement, or other theories based on the nature and content of the materials disseminated by users of our technology platforms. In addition, domestic and foreign legislation has been proposed that could prohibit or impose liability for the transmission over the Internet of certain types of information. Our defense of any of these actions could be costly and involve significant time and attention of our management and other resources.

The Digital Millennium Copyright Act, or DMCA, is intended, among other things, to reduce the liability of online service providers for listing or linking to third party web properties that include materials that infringe copyrights or rights of others. Additionally, portions of The Communications Decency Act, or CDA, are intended to provide statutory protections to online service providers who distribute third party content. A safe harbor for copyright infringement is also available under the DMCA to certain online service providers that provide specific services, if the providers take certain affirmative steps as set forth in the DMCA. Important questions regarding the safe harbor under the DMCA and the CDA have yet to be litigated, and we cannot guarantee that we will meet the safe harbor requirements of the DMCA or of the CDA. If we are not covered by a safe harbor, for any reason, we could be exposed to claims, which could be costly and time-consuming to defend.

Our consumer service allows consumers to provide feedback regarding service providers. Although all such feedback is generated by users and not by us, claims of defamation or other injury could be made against us for content posted on our websites. Our liability for such claims may be higher in jurisdictions outside the United States where laws governing Internet transactions are unsettled.

If we become liable for information provided by our users and carried via our service in any jurisdiction in which we operate, we could be directly harmed and we may be forced to implement new measures to reduce our exposure to this liability. In addition, the increased attention focused upon liability issues as a result of these lawsuits and legislative proposals could harm our reputation or otherwise impact the growth of our business. Any costs incurred as a result of this potential liability could harm our business.

In addition, negative publicity and user sentiment generated as a result of fraudulent or deceptive conduct by users of our technology platforms could damage our reputation, reduce our ability to attract new users or retain our current users, and diminish the value of our brand.

In the future, we may be required to spend substantial resources to take additional protective measures or discontinue certain service offerings, either of which could harm our business. Any costs incurred as a result of potential liability relating to the sale of unlawful services or the unlawful sale of services could harm our business.

In addition to legislation and regulations relating to privacy and data security and collection, we may be subject to consumer protection laws that are enforced by regulators such as the FTC and private parties, and include statutes that regulate the collection and use of information for marketing purposes. Any new legislation or regulations regarding the Internet, software sales or export and/or the cloud or Software-as-a-Service industry, and/or the application of existing laws and regulations to the Internet, software sales or export and/or the cloud or Software-as-a-Service industry, could create new legal or regulatory burdens on our business that could have a material adverse effect on our business, results of operations and financial condition. Additionally, as we operate outside the United States, the international regulatory environment relating to the Internet, software sales or export, and/or the Software-as-a-Service industry could have a material adverse effect on our business, results of operations and financial condition.

Technological or other defects could disrupt or negatively impact our services, which could harm our business and reputation.

We face risks related to the technological capabilities of our services. We expect the number of interactions between our customers' operators and Internet users over our system to increase significantly as we expand our customer base. Our network hardware and software may not be able to accommodate this additional volume. Additionally, we must continually upgrade our software to improve the features and functionality of our services in order to be competitive in our markets. If future versions of our software contain undetected errors, our business could be harmed. If third-party content is flawed, our business could be harmed. As a result of software upgrades at LivePerson, our customer sites have, from time to time, experienced slower than normal response times and interruptions in service. If we experience system failures or degraded response times, our reputation and brand could be harmed. We may also experience technical problems in the process of installing and initiating the LivePerson services on new web hosting services. These problems, if not remedied, could harm our business.

Our services also depend on complex software which may contain defects, particularly when we introduce new versions onto our servers. We may not discover software defects that affect our new or current services or enhancements until after they are deployed. It is possible that, despite testing by us, defects may occur in the software. These defects could result in:

- damage to our reputation;
- lost sales;
- delays in or loss of market acceptance of our products; and
- unexpected expenses and diversion of resources to remedy errors.

Our products are complex, and errors, failures or "bugs" may be difficult to correct.

Our products are complex, integrating hardware, software and elements of a customers' existing infrastructure. Despite quality assurance testing conducted prior to the release of our products our software may contain "bugs" that are difficult to detect and fix. Any such issues could interfere with the expected operation of a solution, which might negatively impact customer satisfaction, reduce sales opportunities or affect gross margins. Depending upon the size and scope of any such issue, remediation may have a negative impact on our business. Our inability to cure an application or product defect, should one occur, could result in the failure of an application or product line, damage to our reputation, litigation and/or product reengineering expenses. Our insurance may not cover or may be insufficient to cover expenses associated with such events.

The non-payment or late payment of amounts due to us from a significant number of customers may negatively impact our financial condition or make it difficult to forecast our revenues accurately.

During 2017, we decreased our allowance for doubtful accounts by \$0.4 million from \$1.7 million to approximately \$1.3 million. During 2016, we increased our allowance for doubtful accounts by \$0.5 million to approximately \$1.7 million. We base our allowance for doubtful accounts on specifically identified credit risks of customers, historical trends and other information that we believe to be reasonable. A large proportion of receivables are due from larger corporate customers that typically have longer payment cycles. As a result of increasingly long payment cycles, we have faced increased difficulty in predicting our operating results for any given period, and have experienced significant unanticipated fluctuations in our revenues from period to period. Any failure to achieve anticipated revenues in a period could cause our stock price to decline.

Our services are subject to payment-related risks.

For certain payment methods, including credit and debit cards, we pay interchange and other fees, which may increase over time and raise our operating costs and lower our profit margins. We rely on third parties to provide payment processing services, including the processing of credit cards, debit cards and it could disrupt our business if these companies become unwilling or unable to provide these services to us. We are also subject to payment card association operating rules, certification requirements and rules governing electronic funds transfers, which could change or be reinterpreted to make it difficult or impossible for us to comply. If we fail to comply with these rules or requirements, we may be subject to fines and higher transaction fees and lose our ability to accept credit and debit card payments from our customers or facilitate other types of online payments, and our business and operating results could be adversely affected.

Through our consumer-facing platform, we facilitate online transactions between individual service providers who provide online advice and information to consumers. In connection with these services, we accept payments using a variety of methods, such as credit card, debit card and PayPal. These payments are subject to “chargebacks” when consumers dispute payments they have made to us. Chargebacks can occur whether or not services were properly provided. Susceptibility to chargebacks puts a portion of our revenue at risk. We take measures to manage our risk relative to chargebacks and to recoup properly charged fees, however, if we are unable to successfully manage this risk our business and operating results could be adversely affected. As we offer new payment options to our users, we may be subject to additional regulations, compliance requirements, and fraud.

We are also subject to a number of other laws and regulations relating to money laundering, international money transfers, privacy and information security and electronic fund transfers. If we were found to be in violation of applicable laws or regulations, we could be subject to civil and criminal penalties or forced to cease our payments services business.

Delays in our implementation cycles could have an adverse effect on our results of operations.

Certain of our products require some implementation services, including but not limited to, training our customers. As an open platform, we also work with other third parties on implementing a variety of integrations into our platform. We have historically experienced a lag between signing a customer contract and recognizing revenue from that customer. Although this lag has typically ranged from 30 to 90 days, it may take more time between contract signing and recognizing revenue in certain situations. If we experience delays in implementation or do not meet project milestones in a timely manner, we could be obligated to devote more customer support, engineering and other resources to a particular project. If new or existing customers cancel or have difficulty deploying our products or require significant amounts of our professional services, support, or customized features, revenue recognition could be canceled or delayed and our costs could increase, which could negatively impact our operating results.

If our goodwill or amortizable intangible assets become impaired, we may be required to record a significant charge to earnings.

Under accounting principles generally accepted in the United States, we review our amortizable intangible assets for impairment when events or changes in circumstances indicated that the carrying value may not be recoverable. We review our goodwill for impairment at least annually and when events or changes in circumstances indicate that the carrying value may not be recoverable. Factors that may be considered a change in circumstances indicating that the carrying value of our goodwill or amortizable intangible assets may not be recoverable include a decline in stock price and market capitalization, reduced future cash flow estimates, and slower growth rates in our industry. Based on our annual review for 2017, we determined that it is not more-likely that the fair value of the reporting units is less than their carrying amount. However, future assessments may yield a different result, and from time to time, we may be required to record a significant charge to earnings in our consolidated financial statements during the period in which any impairment of our goodwill is determined, resulting in a negative impact on our results of operations.

There are inherent limitations on the effectiveness of our controls.

We do not expect that our disclosure controls or our internal control over financial reporting will prevent or detect all errors and all fraud. A control system, no matter how well-designed and operated, can provide only reasonable, not absolute, assurance that the control system’s objectives will be met. The design of a control system must reflect the fact that resource constraints exist,

and the benefits of controls must be considered relative to their costs. Further, because of the inherent limitations in all control systems, no evaluation of controls can provide absolute assurance that misstatements due to error or fraud will not occur or that all control issues and instances of fraud, if any, have been detected. The design of any system of controls is based in part on certain assumptions about the likelihood of future events, and there can be no assurance that any design will succeed in achieving its stated goals under all potential future conditions. Projections of any evaluation of the effectiveness of controls to future periods are subject to risks. Over time, controls may become inadequate due to changes in conditions or deterioration in the degree of compliance with policies or procedures. If our controls become inadequate, we could fail to meet our financial reporting obligations, our reputation may be adversely affected, our business and operating results could be harmed, and the market price of our stock could decline.

In the past, we have experienced losses, we had an accumulated deficit of \$163.1 million as of December 31, 2017 and we may incur losses in the future.

We have in the past incurred, and we may in the future, incur losses and experience negative cash flow, either or both of which may be significant. We recorded net losses from inception through the year ended December 31, 2003. We recorded net income for the years ended December 31, 2004 through 2007 and 2009 through 2012, while we recorded net losses for the years ended December 31, 2008, and 2013 through 2017. We recorded a net loss of \$18.2 million for the year ended December 31, 2017. As of December 31, 2017, our accumulated deficit was approximately \$163.1 million. We cannot assure you that we can sustain or increase profitability on a quarterly or annual basis in the future. Failure to maintain profitability may materially and adversely affect the market price of our common stock.

With the recent volatility in the capital markets, there is a risk that we could suffer a loss of principal in our cash and cash equivalents and short term investments and suffer a reduction in our interest income or in our return on investments.

As of December 31, 2017, we had \$56.1 million in cash and cash equivalents. We regularly invest excess funds from our cash and cash equivalents in short-term money market funds. We currently hold no mortgaged-backed or auction rate securities. However, some of our investments are subject to general credit, liquidity, market and interest rate risks, which may be exacerbated by the ongoing uncertainty in the United States and global credit markets that have affected various sectors of the financial markets and caused global credit and liquidity issues. In the future, these market risks associated with our investment portfolio may harm the results of our operations, liquidity and financial condition. Although we believe we have chosen a more cautious portfolio designed to preserve our existing cash position, it may not adequately protect the value of our investments. Furthermore, this more cautious portfolio is unlikely to provide us with any significant interest income in the near term.

Capital needs necessary to execute our business strategy could increase substantially and we may not be able to secure additional financing to execute this strategy.

To the extent that we require additional funds to support our operations or the expansion of our business, or to pay for acquisitions, we may need to sell additional equity, issue debt or convertible securities or obtain credit facilities through financial institutions. In the past, we have obtained financing principally through the sale of preferred stock, common stock and warrants. If additional funds are raised through the issuance of debt or preferred equity securities, these securities could have rights, preferences and privileges senior to holders of common stock, and could have terms that impose restrictions on our operations. If additional funds are raised through the issuance of additional equity or convertible securities, our stockholders could suffer dilution. We cannot assure you that additional funding, if required, will be available to us in amounts or on terms acceptable to us. If sufficient funds are not available or are not available on acceptable terms, our ability to fund any potential expansion, take advantage of acquisition opportunities, develop or enhance our services or products, or otherwise respond to competitive pressures would be significantly limited. Those limitations would materially and adversely affect our business, results of operations, cash flows and financial condition.

Failure to license necessary third party software for use in our products and services, or failure to successfully integrate third party software, could cause delays or reductions in our sales, or errors or failures of our service.

We license third party software that we plan to incorporate into our products and services. In the future, we might need to license other software to enhance our products and meet evolving customer requirements. These licenses may not continue to be available on commercially reasonable terms or at all. Some of this technology could be difficult to replace once integrated. The loss of, or inability to obtain, these licenses could result in delays or reductions of our applications until we identify, license and integrate or develop equivalent software, and new licenses could require us to pay higher royalties. If we are unable to successfully license and integrate third party technology, we could experience a reduction in functionality and/or errors or failures of our products, which may reduce demand for our products and services.

Third-party licenses may expose us to increased risks, including risks associated with the integration of new technology, the impact of new technology integration on our existing technology, open source software disclosure risks, the diversion of resources from the development of our own proprietary technology, and our inability to generate revenue from new technology sufficient to offset associated acquisition and maintenance costs.

Our reputation depends, in part, on factors which are partially or entirely outside of our control.

Our services typically appear under the LivePerson brand or as a LivePerson-branded icon on our customers' websites. The customer service operators who respond to the inquiries of our customers' Internet users are employees or agents of our customers; they are not our employees. The experts who respond to the inquiries of Internet users are independent consultants or agents of our customers; they are not our employees. As a result, we are not able to control the actions of these operators or experts. In addition, an Internet user may not know that the operator or expert is not a LivePerson employee. If an Internet user were to have a negative experience in a LivePerson-powered real-time dialogue, it is possible that this experience could be attributed to us, which could diminish our brand and harm our business. Finally, we believe the success of our business services is aided by the prominent placement of the chat icon on a customer's website, over which we also have no control.

Because we recognize revenue from subscriptions for our service over the term of the subscription, declines in business may not be immediately reflected in our operating results.

We generally recognize revenue from customers ratably over the terms of their subscription agreements, which are typically 12 or more months. As a result, much of the revenue we report in each quarter is the result of subscription agreements entered into during previous quarters. Consequently, a decline in new or renewed subscriptions or cancellations of existing subscriptions in any one quarter may not be reflected in our revenue results for that quarter. Any such decline, however, could negatively affect our revenue in future quarters. Our subscription model also makes it difficult for us to rapidly increase our revenue through additional sales in any period, because revenue from new customers and additional revenue from existing customers is generally recognized over the applicable subscription term, rather than instantaneously.

Our sales cycles can be lengthy, and the timing of sales can be difficult to predict, which may cause our operating results to vary significantly.

The sales cycle for our products can be several months or more and varies substantially from customer to customer, particularly for sales to enterprise customers. Because we sell complex, integrated solutions, it can take many months to close sales as customers evaluate our product offering against available alternatives and define their requirements. We are often required to expend substantial time, effort, and money educating potential customers them about the value of our offerings. The increasingly complex needs of our customers can contribute to a longer sales cycle.

Additionally, our quarterly sales have historically reflected an uneven pattern in which a disproportionate percentage of a quarter's total sales occur in the last month, weeks and days of each quarter. These patterns make prediction of revenue especially difficult and uncertain and increase the risk of unanticipated variations in our results of operations. As a result, we are not always able to precisely predict the quarter in which expected sales will occur. In addition, historically a large portion of our revenue has derived from large orders from large clients. Consequently, delays in the closing of sales, especially from large clients, could have a material impact on the timing of revenue and results of operations.

Political, economic and military conditions in Israel could negatively impact our Israeli operations

Our product development staff, help desk and online sales support operations are located in Israel. As of December 31, 2017, we had 427 full-time employees in Israel. Although substantially all of our sales to date have been made to customers outside Israel, we are directly influenced by the political, economic and military conditions affecting Israel. Since the establishment of the State of Israel in 1948, a number of armed conflicts have taken place between Israel and its neighboring countries. Any hostilities involving Israel or the interruption or curtailment of trade between Israel and its trading partners could adversely affect our operations and results of operations. During the summer of 2006, Israel was engaged in an armed conflict with Hezbollah, a Lebanese Islamist Shiite militia group and political party, and since March 2011, there has been a civil war in Syria, Israel's neighboring country to the north. Occasionally, violence from Syria has spilled over across Israel's border, and Israel has responded militarily several times since the onset of the civil war. During November 2012 and July 2014, Israel was engaged in an armed conflict with Hamas, a militia group and political party which controls the Gaza Strip. These conflicts involved missile strikes against civilian targets in various parts of Israel, including areas in which our employees are located, and negatively affected business conditions in Israel. Any armed conflicts, terrorist activities or political instability in the region could adversely affect business conditions and could harm our results of operations.

Parties with whom we do business may sometimes decline to travel to Israel during periods of heightened unrest or tension, forcing us to make alternative arrangements when necessary in order to meet our business partners face to face. In addition, the political and security situation in Israel may result in parties with whom we have agreements involving performance in Israel claiming that they are not obligated to perform their commitments under those agreements pursuant to force majeure provisions in such agreements.

Recent popular uprisings in various countries in the Middle East and northern Africa are affecting the political stability of those countries. This instability may lead to deterioration of the political and trade relationships that exist between the State of Israel and these countries, as well as potentially affecting the global economy and marketplace through changes in oil and gas prices. In addition, Iran has publicly threatened to attack Israel. Iran is also believed to have a strong influence among extremist

groups in the region, such as Hamas in the Gaza Strip and Hezbollah in Lebanon. Additionally, a violent jihadist group named Islamic State of Iraq and Levant, commonly referred to as ISIS, is involved in hostilities in Iraq and Syria and have been growing in influence. Although ISIS's activities have not directly affected the political and economic conditions in Israel, ISIS's stated purpose is to take control of the Middle East, including Israel. These situations may potentially escalate in the future to violent events which may negatively affect Israel and us.

Further, in the past, the State of Israel and Israeli companies have been subjected to economic boycotts. Several countries still restrict business with the State of Israel and with Israeli companies. Additional countries may impose restrictions on doing business with Israel and companies that have operations in Israel if hostilities in the region continue or intensify. Such restrictions may seriously limit our ability to sell our products to customers in those countries. Further, shifting economic and political conditions in the United States and in other countries may result in changes in how the United States and other countries conduct business and other relations with Israel, which may have an adverse impact on our Israeli operations and a material adverse impact on our business.

Our commercial insurance may not cover losses that could occur as a result of events associated with the security situation in the Middle East. Any losses or damages incurred by us could have a material adverse effect on our business. Armed conflicts or political instability in the region could negatively affect our business and could harm our results of operations.

Continued hostilities between Israel and its neighbors and any future armed conflict, terrorist activity or political instability in the region could adversely affect our operations in Israel and adversely affect the market price of our common stock. In addition, escalation of tensions or violence might require more widespread military reserve service by some of our Israeli employees and might result in a significant downturn in the economic or financial condition of Israel, either of which could have a material adverse effect on our operations in Israel and our business.

Our reported financial results may be adversely affected by changes in accounting principles generally accepted in the United States.

Accounting principles generally accepted in the United States are subject to interpretation by the FASB, the American Institute of Certified Public Accountants, the SEC, and various bodies formed to promulgate and interpret appropriate accounting principles. A change in these principles or interpretations could have a significant effect on our reported financial results, and could affect the reporting of transactions completed before the announcement of a change.

We cannot assure our stockholders that our current or future stock repurchase programs will enhance/has enhanced long-term stockholder value and stock repurchases could increase the volatility of the price of our common stock and will diminish our cash reserves.

On December 10, 2012, the Company's Board of Directors approved a stock repurchase program through June 30, 2014. Under the stock repurchase program, the Company is authorized to repurchase shares of its common stock, in the open market or privately negotiated transactions, at times and prices considered appropriate by the Board of Directors depending upon prevailing market conditions and other corporate considerations. On March 13, 2014, the Company's Board of Directors increased the aggregate purchase price of the stock repurchase program from \$30.0 million to \$40.0 million. On July 23, 2014, the Company's Board of Directors extended the expiration date of the program out to December 31, 2014 and also increased the aggregate purchase price of the stock repurchase program from \$40.0 million to \$50.0 million. On March 5, 2015, the Company's Board of Directors extended the expiration date of the program out to December 31, 2016. On February 16, 2016, the Company's Board of Directors increased the aggregate purchase price of the stock repurchase program from \$50.0 million to \$64.0 million. On November 21, 2016, the Company's Board of Directors increased the aggregate purchase price of the stock repurchase program from \$64.0 million to \$74.0 million and extended the expiration date of the program out to December 31, 2017. The timing and actual number of shares repurchased depend on a variety of factors including the timing of open trading windows, price, corporate and regulatory requirements, and other market conditions. The program may be suspended or discontinued at any time without prior notice. Repurchases pursuant to our stock repurchase program could affect our stock price and increase its volatility. The existence of a stock repurchase program could also cause our stock price to be higher than it would be in the absence of such a program and could potentially reduce the market liquidity for our stock. Additionally, our stock repurchase program will diminish our cash reserves, which could impact our ability to pursue possible future strategic opportunities and acquisitions and could result in lower overall returns on our cash balances. There can be no assurance that any stock repurchases will enhance stockholder value because the market price of our common stock may decline below the levels at which we repurchased shares of stock. Although our stock repurchase program is intended to enhance long-term stockholder value, short-term stock price fluctuations could reduce the program's effectiveness. As of December 31, 2017, approximately \$18.4 million remained available for purchase under the program.

Our business is subject to the risks of earthquakes, fires, floods and other natural catastrophic events and to interruption by man-made problems such as terrorism or computer viruses.

Our systems and operations are vulnerable to damage or interruption from earthquakes, fires, floods, hurricanes, other acts of nature, power losses, telecommunications failures, terrorist attacks, acts of war, human errors, break-ins, cyber-attacks or failures, pandemics or other public health crises, or similar events. For example, a significant natural disaster, such as an earthquake, fire or flood, could have a material adverse impact on our business, operating results and financial condition, and our insurance coverage may be insufficient to compensate us for losses that may occur. In addition, acts of terrorism could cause disruptions in our business or the economy as a whole. Our principal executive offices are located in New York City and our largest office is located in Israel, each of which regions has experienced acts of terrorism in the past. Our servers may also be vulnerable to computer viruses, break-ins, cyber-attacks, such as coordinated denial-of-service attacks or ransomware, or other failures, and similar disruptions from unauthorized tampering with our computer systems, which could lead to interruptions, delays, loss of critical data or the unauthorized disclosure of confidential customer data. Although we have implemented security measures and disaster recovery capabilities, there can be no assurance that we will not suffer from business interruption, or unavailability or loss of data, as a result of any such events. As we rely heavily on our servers, computer and communications systems and the internet to conduct our business and provide high quality service to our customers, such disruptions could negatively impact our ability to run our business, result in loss of existing or potential customers and increased expenses, and/or have an adverse effect on our reputation and the reputation of our products and services, any of which would adversely affect our operating results and financial condition.

Risks Related to Our Industry

Future regulation of the Internet may slow our growth, resulting in decreased demand for our services and increased costs of doing business.

State, federal and foreign regulators could adopt laws and regulations that impose additional burdens on companies that conduct business online or that adversely affect the growth or use of the Internet. For example, these laws and regulations could discourage communication by e-mail or other web-based communications, particularly targeted e-mail of the type facilitated by our services, which could reduce demand for our services. Laws or regulations that affect the use of the Internet, including but not limited to laws affecting net neutrality could also decrease demand for our services and increase our costs. Further, regulatory focus on data privacy, data security and consumer protection continues to expand on a worldwide basis and is becoming more complex, which will increase the risks to our business on reputational, operational, and compliance bases.

The continued growth and development of the market for online services may prompt calls for more stringent consumer protection laws or laws that will inhibit the use of Internet-based communications or the information contained in these communications or the ways in which information may be collected, stored, used and transferred in the course of providing services. For example, in the United States, the CAN-SPAM Act regulates the transmission and content of commercial emails, and, among other things, obligates the sending of such emails to provide recipients with the ability to opt-out or unsubscribe and other requirements; and the Children's Online Privacy Protection Act regulates the ability of certain online services to collect or use certain categories of information from children under age 13 absent parental consent. The adoption of any additional laws or regulations, or changes to existing laws or regulations, may decrease the expansion of the Internet. A decline in the growth of the Internet, particularly as it relates to online communication, could decrease demand for our services and increase our costs of doing business, or otherwise harm our business. Any new legislation or regulations, application of laws and regulations from jurisdictions whose laws do not currently apply to our business, or application of existing laws and regulations to the Internet and other online services could increase our costs and harm our growth.

We may be unable to respond to the rapid technological change and changing customer preferences in the online sales, marketing, customer service, and/or online consumer services industries and this may harm our business.

If we are unable, for technological, legal, financial or other reasons, to adapt in a timely manner to changing market conditions in the online sales, marketing, customer service and/or e-commerce industry or our customers' or Internet users' requirements or preferences, our business, results of operations and financial condition would be materially and adversely affected. Business on the Internet is characterized by rapid technological change. In addition, the market for online sales, marketing, customer service and expert advice solutions is relatively new. Sudden changes in customer and Internet user requirements and preferences, frequent new product and service introductions embodying new technologies, such as broadband communications, and the emergence of new industry and regulatory standards and practices such as but not limited to data privacy and security standards could render the LivePerson services and our proprietary technology and systems obsolete. The rapid evolution of these products and services will require that we continually improve the performance, features and reliability of our services. Our success will depend, in part, on our ability to:

- enhance the features and performance of our services;
- develop and offer new services that are valuable to companies doing business online as well as Internet users; and

- respond to technological advances and emerging industry and regulatory standards and practices in a cost-effective and timely manner.

If any of our new services, including upgrades to our current services, do not meet our customers' or Internet users' expectations, we could lose customers and our business may be harmed. Updating our technology may require significant additional capital expenditures and could materially and adversely affect our business, results of operations and financial condition.

If new services require us to grow rapidly, this could place a significant strain on our managerial, operational, technical and financial resources. In order to manage our growth, we could be required to implement new or upgraded operating and financial systems, procedures and controls. Our failure to expand our operations in an efficient manner could cause our expenses to grow, our revenue to decline or grow more slowly than expected and could otherwise have a material adverse effect on our business, results of operations and financial condition.

We depend on the continued viability of the infrastructure of the Internet.

To the extent that the Internet continues to experience growth in the number of users and frequency of use by consumers resulting in increased bandwidth demands, we cannot assure you that the infrastructure for the Internet will be able to support the demands placed upon it. The Internet has experienced outages and delays as a result of damage to portions of its infrastructure. Outages or delays could adversely affect online sites, email and the level of traffic on the Internet. The Internet is also subject to continued and ongoing cyber-attacks and related conduct, which affect all online businesses. We also depend on Internet service providers that provide our customers and Internet users with access to the LivePerson services. In the past, users have experienced difficulties due to system failures unrelated to our service. In addition, the Internet could lose its viability due to delays in the adoption of new standards and protocols required to handle increased levels of Internet activity. Insufficient availability of telecommunications services to support the Internet also could result in slower response times and negatively impact use of the Internet generally, and our customers' sites (including the LivePerson dialogue windows) in particular. If the infrastructure of the Internet does not effectively support the growth of the Internet, we may not maintain profitability and our business, results of operations and financial condition will suffer.

We are dependent on the continued growth and acceptance of the Internet as a medium for commerce, and the related expansion of the Internet infrastructure.

We cannot be sure that a sufficiently broad base of consumers will continue to use the Internet for commerce. Convincing our customers to use our mobile and online messaging solutions to communicate with consumers may be difficult. The continuation of the Internet as a viable commercial marketplace is subject to a number of factors, including:

- concerns about transaction security or security problems such as "viruses" and "worms" or hackers;
- concerns about cybersecurity attacks or the security of confidential information online;
- continued growth in the number of users;
- continued development of the necessary technological infrastructure;
- development of enabling technologies;
- uncertain and increasing government regulation; and
- the development of complementary services and products.

Risks Related to Our Common Stock

Our stock price has been, and may continue to be, highly volatile, which could reduce the value of your investment and subject us to litigation.

The price of our common stock has fluctuated significantly in the past and may continue to be highly volatile, with extreme price and volume fluctuations. Our trading price could fluctuate substantially in the future, including in response to the following factors, some of which are beyond our control:

- quarterly variations in our operating results or those of our competitors;
- earnings announcements that are not in line with analyst expectations;
- changes in recommendations or financial estimates by securities analysts;
- announcements or rumors about mergers or strategic acquisitions by us or by our competitors;
- announcements about customer additions and cancellations or failure to complete significant sales;
- changes in market valuations of companies that investors believe are comparable to us;
- additions or departures of key personnel; and
- general economic, political and market conditions, such as recessions, political unrest or terrorist attacks, or in the specific locations where we operate, such as the United States, Israel and the United Kingdom.

In addition, extreme price and volume fluctuations in the stock markets generally, and in the markets for technology companies in particular, could cause the market price for our common stock to decline. In the past, companies that have experienced

volatility in the market price of their stock have been the subject of securities class action litigation. We may in the future be the target of similar litigation, which could result in substantial costs and distract management's attention and resources.

Our common stock is traded on more than one market and this may result in price variations.

Our common stock is currently traded on the NASDAQ Global Select Market and the Tel Aviv Stock Exchange ("TASE"). Trading in our common stock on these markets takes place in different currencies (U.S. dollars on the NASDAQ and New Israeli Shekels on the TASE) and at different times (due to different time zones, trading days and public holidays in the United States and Israel). The trading prices of our common stock on these two markets may differ due to these and other factors. Any decrease in the trading price of our common stock on one of these markets could cause a decrease in the trading price of our common stock on the other market. Differences in trading prices on the two markets could negatively impact our trading price.

If our officers, directors and largest stockholders choose to act together, they may be able to significantly influence our management and operations, acting in their own best interest and not necessarily those of our other stockholders.

As of December 31, 2017, our executive officers, directors and holders of 5% or more of our outstanding common stock and their affiliates in the aggregate beneficially owned approximately 40% of our outstanding common stock. As a result, these stockholders, acting together, have the ability to significantly influence all matters requiring approval by our stockholders, including the election of directors and approval of significant corporate transactions. Our executive officers, directors and principal stockholders could also delay or prevent a change in control. The interests of this group of stockholders may not always coincide with the company's interests or the interests of other stockholders, and they may act in a manner that advances their best interests and not necessarily those of our other stockholders.

Future sales of substantial amounts of our common stock may negatively affect our stock price.

If we or our stockholders sell substantial amounts of our common stock, including shares issuable upon the exercise of outstanding options and warrants, in the public market, or if the market perceives that these sales might occur, the market price of our common stock could fall. These sales also might make it more difficult for us to sell equity securities in the future at a time and price that we deem appropriate. No prediction can be made as to the effect, if any, that market sales of our common stock will have on the market price of our common stock.

Provisions in our charter documents and Delaware law could discourage, delay or prevent a takeover that stockholders may consider favorable.

Provisions in our amended and restated certificate of incorporation and amended and restated bylaws may have the effect of discouraging, delaying or preventing a change in control or changes in our management that stockholders may deem advantageous. These provisions include the following:

- Our board of directors is divided into three classes, with each class serving three-year staggered terms, which prevents stockholders from electing an entirely new board of directors at any annual meeting.
- Vacancies on our board of directors may only be filled by a vote of a majority of directors then in office, even if less than a quorum.
- Our amended and restated certificate of incorporation prohibits cumulative voting in the election of directors or any other matters. This limits the ability of minority stockholders to elect director candidates.
- Our stockholders may only act at a duly called annual or special meeting and may not act by written consent.
- Stockholders must provide advance notice to nominate individuals for election to our board of directors or to propose other matters that can be acted upon at a stockholders' meeting.
- We require super-majority voting by stockholders to amend certain provisions in our amended and restated certificate of incorporation and to amend our amended and restated bylaws.
- Our amended and restated bylaws expressly authorize a super-majority of the board of directors to amend our amended and restated bylaws.

As a Delaware corporation, we are also subject to Section 203 of the Delaware General Corporation Law, which generally prohibits a Delaware corporation from engaging in any of a broad range of business combinations with an interested stockholder for a period of three years following the date on which the stockholder became an interested stockholder, unless certain conditions are met. This anti-takeover provision defenses could discourage, delay or prevent a change in control of our company, whether or not it is desired by or beneficial to our stockholders, which in turn could have a material adverse effect on the market price of our common stock.

Item 1B. Unresolved Staff Comments

None.

Item 2. Properties

Our corporate headquarters are located in New York City, where we lease approximately 37,000 square feet of office space under a lease that expires in 2020. We also lease office space of approximately 68,000 square feet in Ra'anana, Israel, for research and development, sales and support under leases that expire in 2018, of approximately 40,000 square feet in Alpharetta, Georgia, for sales and support under a lease that expires in 2024; and approximately 7,300 square feet in Reading, United Kingdom, for marketing, sales and support under a lease that expires in 2019.

As of December 31, 2017, we also lease office space for marketing, sales and support of approximately 45,000 square feet in various locations in the United States, Europe, Asia and Australia. In addition, we have data centers in the United States, Europe and Australia pursuant to various lease agreements. We believe that our current facilities properties are in good condition and are adequate to meet our current needs. If required, we believe that we will be able to obtain suitable additional space on commercially reasonable terms.

Item 3. Legal Proceedings

We previously filed an intellectual property suit against [24]7 Customer, Inc. in the Southern District of New York on March 6, 2014 seeking damages on the grounds that [24]7 reverse engineered and misappropriated our technology to develop competing products and misused our business information. On June 22, 2015, [24]7 Customer, Inc. filed suit against us in the Northern District of California alleging patent infringement. On December 7, 2015, [24]7 Customer Inc. filed a second patent infringement suit against us, also in the Northern District of California. On March 16, 2017, the New York case was voluntarily transferred and consolidated with the two California cases in the Northern District of California for all pre-trial purposes. Recent Court rulings in our favor have invalidated multiple [24]7 patents that were asserted in the patent cases. Trial for our intellectual property and other claims asserted against [24]7 in the original litigation is currently set for November 26, 2018. We believe the claims filed by [24]7 are entirely without merit and intend to defend them vigorously.

We routinely assess all of our litigation and threatened litigation as to the probability of ultimately incurring a liability, and record our best estimate of the ultimate loss in situations where we assess the likelihood of loss as probable.

From time to time, we are involved in or subject to legal, administrative and regulatory proceedings, claims, demands and investigations arising in the ordinary course of business, including direct claims brought by or against us with respect to intellectual property, contracts, employment and other matters, as well as claims brought against our customers for whom we have a contractual indemnification obligation. We accrue for a liability when it is both probable that a liability has been incurred and the amount of the loss can be reasonably estimated. Significant judgment is required in both the determination of probability and the determination as to whether a loss is reasonably estimable. In addition, in the event we determine that a loss is not probable, but is reasonably possible, and it becomes possible to develop what we believe to be a reasonable range of possible loss, then we will include disclosure related to such matter as appropriate and in compliance with ASC 450. The accruals or estimates, if any, resulting from the foregoing analysis, are reviewed at least quarterly and adjusted to reflect the impact of negotiations, settlements, rulings, advice of legal counsel and other information and events pertaining to a particular matter. To the extent there is a reasonable possibility that the losses could exceed the amounts already accrued, we will, as applicable, adjust the accrual in the period the determination is made, disclose an estimate of the additional loss or range of loss, indicate that the estimate is immaterial with respect to our financial statements as a whole or, if the amount of such adjustment cannot be reasonably estimated, disclose that an estimate cannot be made.

From time to time, third parties assert claims against us regarding intellectual property rights, privacy issues and other matters arising in the ordinary course of business. Although we cannot be certain of the outcome of any litigation or the disposition of any claims, nor the amount of damages and exposure, if any, that we could incur, we currently believe that the final disposition of all existing matters will not have a material adverse effect on our business, results of operations, financial condition or cash flows. In addition, in the ordinary course of our business, we are also subject to periodic threats of lawsuits, investigations and claims. Regardless of the outcome, litigation can have an adverse impact on us because of defense and settlement costs, diversion of management resources and other factors.

Item 4. Mine Safety Disclosures

Not Applicable.

PART II

Item 5. Market for Registrant's Common Equity, Related Stockholder Matters and Issuer Purchases of Equity Securities

Price Range of Common Stock

The principal United States market on which our common stock is traded is The NASDAQ Global Select Market under the symbol LPSN. Our shares of common stock are also traded on the Tel Aviv Stock Exchange.

The following table sets forth, for each full quarterly period within the two most recent fiscal years, the high and low sales prices (in U.S. dollars per share) of our common stock as reported or quoted on The NASDAQ Global Select Market:

	High	Low
Year ended December 31, 2017:		
First Quarter	\$ 8.05	\$ 6.60
Second Quarter	\$ 11.90	\$ 6.55
Third Quarter	\$ 13.85	\$ 10.95
Fourth Quarter	\$ 14.90	\$ 10.90
Year ended December 31, 2016:		
First Quarter	\$ 6.82	\$ 4.10
Second Quarter	\$ 7.20	\$ 5.69
Third Quarter	\$ 8.50	\$ 6.26
Fourth Quarter	\$ 8.65	\$ 7.45

Holder

As of February 21, 2018, there were approximately 124 holders of record of our common stock.

Dividends

We have not declared or paid any cash dividends on our capital stock since our inception. We intend to retain earnings, if any, to finance the operation and expansion of our business and do not anticipate paying any cash dividends in the foreseeable future.

Issuer Purchases of Equity Securities

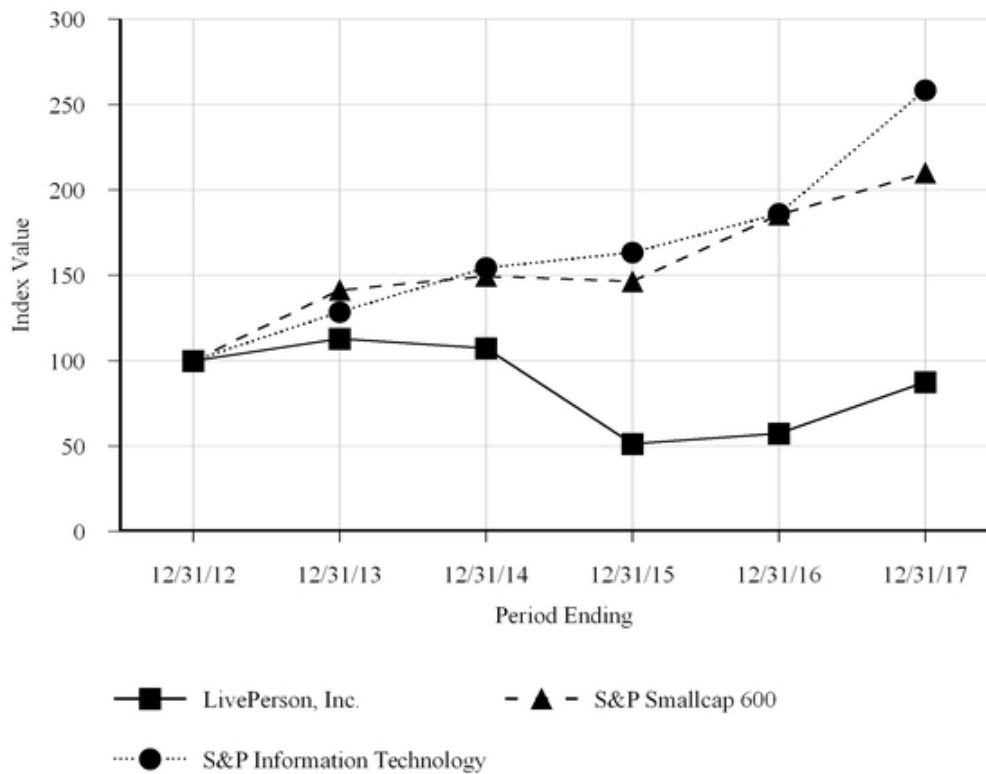
A summary of the Company's repurchase activity for the three months ended December 31, 2017 is as follows:

Period	Total Number of Shares Purchased ^{(1) (2)}	Average Price Paid per Share ^{(1) (2)}	Total Number of Shares Purchased as Part of Publicly Announced Plans or Programs ^{(1) (2)}	Approximate Dollar Value of Shares that May Yet Be Purchased Under the Plans or Programs ^{(1) (2) (3)}
				\$ 18,395,372
10/1/2017 - 10/31/2017	—	\$ —	—	18,395,372
11/1/2017 - 11/30/2017	—	—	—	18,395,372
12/1/2017 - 12/31/2017	—	—	—	18,395,372
Total	—	\$ —	—	\$ 18,395,372

- (1) On December 10, 2012, the Company announced that its Board of Directors approved a stock repurchase program through June 30, 2014. Under the stock repurchase program, the Company was authorized to repurchase shares of the Company's common stock, in the open market or privately negotiated transactions, at times and prices considered appropriate by the Board of Directors depending upon prevailing market conditions and other corporate considerations.
- (2) As of June 30, 2014, approximately \$1.1 million remained available for purchases under the program as in effect at that time. On July 23, 2014, the Company's Board of Directors extended the expiration date of the program out to December 31, 2014 and also increased the aggregate purchase price of the stock repurchase program from \$40.0 million to \$50.0 million. On March 5, 2015, the Company's Board of Directors extended the expiration date of the program out to December 31, 2016. As of December 31, 2015, approximately \$6.1 million remained available for purchases under the program. On February 16, 2016, the Company's Board of Directors increased the aggregate purchase price of the stock repurchase program by an additional \$14.0 million. On November 21, 2016, the Company's Board of Directors increased the aggregate purchase price of the stock repurchase program from \$64.0 million to \$74.0 million and extended the expiration date of the program out to December 31, 2017.
- (3) Transaction fees related to the share purchases are deducted from the total remaining allowable expenditure amount.

Stock Performance Graph

The graph depicted below compares the annual percentage changes in the LivePerson's cumulative total stockholder return with the cumulative total return of the Standard & Poor's SmallCap 600 Index and the Standard & Poor's Information Technology Index.



- (1) The graph covers the period from December 31, 2012 to December 31, 2017.
- (2) The graph assumes that \$100 was invested at the market close on December 31, 2012 in LivePerson's Common Stock, in the Standard & Poor's SmallCap 600 Index and in the Standard & Poor's Information Technology Index, and that all dividends were reinvested. No cash dividends have been declared on LivePerson's Common Stock.
- (3) Stockholder returns over the indicated period should not be considered indicative of future stockholder returns.

Notwithstanding anything to the contrary set forth in any of our previous or future filings under the Securities Act of 1933, as amended, or the Securities Exchange Act of 1934, as amended, that might incorporate by reference this Annual Report on Form 10-K or future filings made by the Company under those statutes, the Stock Performance Graph above is not deemed filed with the Securities and Exchange Commission, is not deemed soliciting material and shall not be deemed incorporated by reference into any of those prior filings or into any future filings made by us under those statutes, except to the extent that we specifically incorporate such information by reference into a previous or future filing, or specifically request that such information be treated as soliciting material, in each case under those statutes.

Item 6. Selected Consolidated Financial Data

The selected consolidated financial data with respect to our consolidated balance sheets as of December 31, 2017 and 2016 and the related consolidated statements of operations for the years ended December 31, 2017, 2016 and 2015 have been derived from our audited consolidated financial statements which are included herein. The selected financial data with respect to our balance sheets as of December 31, 2015, 2014 and 2013 and the related statements of operations for the years ended December 31, 2014 and 2013 have been derived from our audited financial statements which are not included herein. Due to our acquisitions of CAO!, Synchronite and NexGraph in 2014, we believe that comparisons of our operating results with each other, or with those of prior periods, may not be meaningful. The following selected consolidated financial data should be read in conjunction with the consolidated financial statements and the notes thereto and the information contained in Item 7, "Management's Discussion and Analysis of Financial Condition and Results of Operations."

	Year Ended December 31,				
	2017	2016	2015	2014	2013
(In Thousands, Except Share and per Share Data)					
Consolidated Statement of Operations Data:					
Revenue	\$ 218,876	\$ 222,779	\$ 239,012	\$ 209,931	\$ 177,805
Costs and expenses:					
Cost of revenue	58,205	63,161	70,310	52,703	42,555
Sales and marketing	90,905	89,529	94,728	83,253	62,488
General and administrative	43,124	43,046	37,171	40,192	39,968
Product development	40,034	40,198	38,974	37,329	36,397
Restructuring costs	2,594	2,369	3,384	—	—
Amortization of purchased intangibles	1,840	3,885	4,873	1,621	871
Total costs and expenses	236,702	242,188	249,440	215,098	182,279
Loss from operations	(17,826)	(19,409)	(10,428)	(5,167)	(4,474)
Other income (expense)	136	(530)	(202)	(322)	337
Loss before provision for (benefit from) income taxes	(17,690)	(19,939)	(10,630)	(5,489)	(4,137)
Provision for (benefit from) income taxes	501	5,934	15,814	1,859	(638)
Net loss	\$ (18,191)	\$ (25,873)	\$ (26,444)	\$ (7,348)	\$ (3,499)
Net loss per share of common stock:					
Basic	\$ (0.32)	\$ (0.46)	\$ (0.47)	\$ (0.13)	\$ (0.06)
Diluted	\$ (0.32)	\$ (0.46)	\$ (0.47)	\$ (0.13)	\$ (0.06)
Weighted-average shares used to compute net loss per share:					
Basic	56,358,017	56,063,777	56,452,408	54,478,754	54,725,236
Diluted	56,358,017	56,063,777	56,452,408	54,478,754	54,725,236
Other Financial and Operational Data:					
Adjusted EBITDA ⁽¹⁾	\$ 18,400	\$ 19,198	\$ 21,244	\$ 22,672	\$ 18,767
Adjusted net income ^{(2) (3)}	\$ 4,015	\$ 4,532	\$ 5,803	\$ 7,423	\$ 7,574

⁽¹⁾ We define adjusted EBITDA as net loss before provision for (benefit from) income taxes, other (expense) income, net, depreciation and amortization, stock-based compensation, restructuring costs, acquisition costs and other non-recurring charges. Please see "Adjusted EBITDA" below for more information and for a reconciliation of adjusted EBITDA to net (loss) income, the most directly comparable financial measure calculated and presented in accordance with U.S. generally accepted accounting principles, or GAAP.

⁽²⁾ We define adjusted net income as net income excluding amortization, stock-based compensation, restructuring costs, acquisition costs, contingent earn-out adjustments, other non-recurring charges and the related income tax effect of these adjustments. Please see "Adjusted Net Income" below for more information and for a reconciliation of adjusted net income to net (loss) income, the most directly comparable financial measure calculated and presented in accordance with U.S. generally accepted accounting principles, or GAAP.

⁽³⁾ During 2017, the Company updated the methodology for calculating adjusted net income. In 2016, the Company incorporated the GAAP tax rate into the calculation, whereas in 2017, the Company now starts the calculation with GAAP pre-tax loss, then adds back amortization, stock based compensation, contingent earn-out adjustments, acquisition costs, other non-recurring, restructuring, and then applies a standardized 35% long-term projected tax rate. The prior periods (2013- 2016) were adjusted to conform to the current period presentation.

Stock-based compensation included in the statements of operations above was as follows (amounts in thousands):

	Year Ended December 31,				
	2017	2016	2015	2014	2013
Cost of revenue	\$ 448	\$ 429	\$ 1,396	\$ 1,492	\$ 1,954
Sales and marketing	2,500	2,515	3,088	3,399	2,851
General and administrative	3,691	3,304	3,692	3,809	4,148
Product development	2,305	3,488	3,638	3,606	3,555
Total stock-based compensation	\$ 8,944	\$ 9,736	\$ 11,814	\$ 12,306	\$ 12,508

	As of December 31,				
	2017	2016	2015	2014	2013
(In Thousands)					
Consolidated Balance Sheet Data:					
Cash and cash equivalents	\$ 56,115	\$ 50,889	\$ 48,803	\$ 49,372	\$ 91,906
Working capital	13,789	17,468	39,122	34,954	88,877
Total assets	232,799	219,638	226,194	239,817	205,090
Total stockholders' equity	140,063	138,476	165,305	180,337	159,053

Adjusted EBITDA and Adjusted Net Income

To provide investors with additional information regarding our financial results, we have disclosed adjusted EBITDA and adjusted net income which are non-GAAP financial measures. The tables below present a reconciliation of adjusted EBITDA and adjusted net income to net (loss) income, the most directly comparable GAAP financial measures.

We have included adjusted EBITDA and adjusted net income in this Annual Report on Form 10-K because these are key measures used by our management and board of directors to understand and evaluate our core operating performance and trends, to prepare and approve our annual budget and to develop short and long-term operational plans. In particular, the exclusion of certain expenses in calculating adjusted EBITDA and adjusted net income can provide a useful measure for period-to-period comparisons of our core business. Additionally, adjusted EBITDA is a key financial measure used by the compensation committee of our board of directors in connection with the payment of bonuses to our executive officers. Accordingly, we believe that adjusted EBITDA and adjusted net income provide useful information to investors and others in understanding and evaluating our operating results in the same manner as our management and board of directors.

Our use of adjusted EBITDA has limitations as an analytical tool, and you should not consider it in isolation or as a substitute for analysis of our results as reported under GAAP. Some of these limitations are:

- although depreciation and amortization are non-cash charges, the assets being depreciated and amortized may have to be replaced in the future, and adjusted EBITDA does not reflect cash capital expenditure requirements for such replacements or for new capital expenditure requirements;
- adjusted EBITDA does not reflect changes in, or cash requirements for, our working capital needs;
- adjusted EBITDA does not consider the potentially dilutive impact of equity-based compensation;
- adjusted EBITDA does not consider the impact of acquisition costs;
- adjusted EBITDA does not consider the impact of restructuring costs;
- adjusted EBITDA does not consider the impact of other non-recurring costs;
- adjusted EBITDA does not reflect tax payments that may represent a reduction in cash available to us; and
- other companies, including companies in our industry, may calculate adjusted EBITDA differently, which reduces its usefulness as a comparative measure.

Because of these limitations, you should consider adjusted EBITDA alongside other financial performance measures, including various cash flow metrics, pre-tax GAAP loss and our other GAAP results. The following table presents a reconciliation of adjusted EBITDA for each of the periods indicated (amounts in thousands):

Year Ended December 31,

	2017	2016	2015	2014	2013
Reconciliation of Adjusted EBITDA:					
Net loss	\$ (18,191)	\$ (25,873)	\$ (26,444)	\$ (7,348)	\$ (3,499)
Amortization of purchased intangibles	4,682	6,673	8,040	5,090	2,643
Stock-based compensation	8,944	9,736	11,814	12,306	12,508
Contingent earn-out adjustments	—	—	(3,680)	—	—
Restructuring costs	2,594 ⁽¹⁾	2,369 ⁽²⁾	3,384 ⁽³⁾	—	—
Depreciation	12,358	12,011	12,114	9,071	8,090
Other non-recurring costs	7,648 ⁽⁴⁾	7,818 ⁽⁵⁾	—	—	—
Provision for (benefit from) income taxes	501	5,934	15,814	1,859	(638)
Acquisition costs	—	—	—	1,372	—
Other (income) expense, net	(136)	530	202	322	(337)
Adjusted EBITDA	<u>\$ 18,400</u>	<u>\$ 19,198</u>	<u>\$ 21,244</u>	<u>\$ 22,672</u>	<u>\$ 18,767</u>

Our use of adjusted net income has limitations as an analytical tool, and you should not consider it in isolation or as a substitute for analysis of our results as reported under GAAP. Some of these limitations are:

- although amortization is a non-cash charge, the assets being amortized may have to be replaced in the future, and adjusted net income does not reflect cash capital expenditure requirements for such replacements or for new capital expenditure requirements;
- adjusted net income does not consider the potentially dilutive impact of equity-based compensation;
- adjusted net income does not consider the impact of acquisition costs;
- adjusted net income does not consider the impact of restructuring costs;
- adjusted net income does not consider the impact of other non-recurring costs;
- adjusted net income does not consider the potentially dilutive impact of deferred tax asset valuation allowance; and
- other companies, including companies in our industry, may calculate adjusted net income differently, which reduces its usefulness as a comparative measure.

Because of these limitations, you should consider adjusted net income alongside other financial performance measures, including various cash flow metrics, pre-tax GAAP loss and our other GAAP results. The following table presents a reconciliation of adjusted net income for each of the periods indicated (amounts in thousands):

	Year Ended December 31,				
	2017	2016	2015	2014	2013
Reconciliation of Adjusted Net Income					
Pre-tax GAAP loss	\$ (17,690)	\$ (19,939)	\$ (10,630)	\$ (7,348)	\$ (3,499)
Amortization of purchased intangibles	4,682	6,673	8,040	5,090	2,643
Stock-based compensation	8,944	9,736	11,814	12,306	12,508
Restructuring costs	2,594 ⁽¹⁾	2,369 ⁽²⁾	3,384 ⁽³⁾	—	—
Other non-recurring costs	7,648 ⁽⁴⁾	8,134 ⁽⁶⁾	—	—	—
Contingent earn-out adjustments	—	—	(3,680)	—	—
Acquisition costs	—	—	—	1,372	—
Pre-tax GAAP adjusted net income	6,178	6,973	8,928	11,420	11,652
Income tax effect of non-GAAP items	(2,163) ⁽⁷⁾	(2,441) ⁽⁷⁾	(3,125) ⁽⁷⁾	(3,997) ⁽⁷⁾	(4,078) ⁽⁷⁾
Adjusted net income	<u>\$ 4,015</u>	<u>\$ 4,532</u>	<u>\$ 5,803</u>	<u>\$ 7,423</u>	<u>\$ 7,574</u>

⁽¹⁾ Includes wind down costs of legacy platform of \$1.9 million and severance costs of \$0.7 million for the twelve months ended December 31, 2017.

⁽²⁾ Includes severance costs of \$1.6 million, wind down costs of legacy platform of \$1.2 million and a benefit of \$0.4 million of cash collected on previously written off bad debt for the twelve months ended December 31, 2016.

⁽³⁾ Includes approximately \$1.7 million of termination costs associated with a large customer contract that ended in 2015 and \$1.7 million of severance and other associated costs for the twelve months ended December 31, 2015.

⁽⁴⁾ Includes litigation costs of \$6.2 million, executive one-time compensation payment of \$1.0 million, and executive separation cost of \$0.5 million for the twelve months ended December 31, 2017.

⁽⁵⁾ Includes litigation costs of \$4.7 million, write off of technology licenses of \$2.6 million, and severance costs of \$0.5 million for the twelve months ended December 31, 2016.

⁽⁶⁾ Includes litigation costs of \$4.7 million, write off of technology licenses of \$2.6 million, severance costs of \$0.5 million, and write off of office facility depreciation of \$0.3 million for the twelve months ended December 31, 2016.

⁽⁷⁾ During 2017, the Company updated the methodology for calculating adjusted net income. In 2016, the Company incorporated the GAAP tax rate into the calculation, whereas in 2017, the Company now starts the calculation with GAAP pre-tax loss, then adds back amortization, stock based compensation, contingent earn-out adjustments, acquisition costs, other non-recurring, restructuring, and then applies a standardized 35% long-term projected tax rate. The prior periods (2013- 2016) were adjusted to conform to the current period presentation.

Item 7. Management's Discussion and Analysis of Financial Condition and Results of Operations

General

You should read the following discussion of our financial condition and results of operations in conjunction with the financial statements and the notes thereto included elsewhere in this report. The following discussion contains forward-looking statements that reflect our plans, estimates and beliefs. Our actual results could differ materially from those discussed in the forward-looking statements. Factors that could cause or contribute to these differences include those discussed below and elsewhere in this report, particularly in "Risk Factors."

Overview

LivePerson was incorporated in the State of Delaware in November 1995 and the LivePerson service was introduced in November 1998. LivePerson makes life easier by transforming how people communicate with brands. LiveEngage, the Company's enterprise-class, cloud-based platform, enables businesses and consumers to connect through conversational interfaces, such as in-app and mobile messaging, while leveraging bots and Artificial Intelligence (AI) to increase efficiency. As consumers have reoriented their digital lives around the smartphone, messaging apps have become their preferred communication channel to connect with each other. LivePerson allows brands to align with this new consumer preference, and deploy messaging at scale for customer care, marketing and sales, instead of requiring that consumers use email or call a 1-800 number. More than 18,000 businesses, including Adobe, Citibank, EE, HSBC, IBM, L'Oreal, Orange, PNC, and The Home Depot employ our technology to keep pace with rising customer service expectations and to align with preferences for digital communication channels.

We are organized into two operating segments: Business and Consumer. The Business segment enables brands to leverage LiveEngage's sophisticated intelligence engine to connect with consumers through an integrated suite of mobile and online business messaging technologies. The Consumer segment facilitates online transactions between independent service providers ("Experts") and individual consumers ("Users") seeking information and knowledge for a fee via mobile and online messaging.

In order to sustain growth in these segments, our strategy is to expand our position as the leading provider of online and mobile messaging solutions that transform how people communicate with brands. To accomplish this, we are focused on the following current initiatives:

The key elements of LivePerson's business solutions strategy include:

Strengthening Our Position in both Existing and New Markets and Growing Our Recurring Revenue Base. LivePerson plans to continue to develop its market position by increasing its customer base, and expanding within its installed base. We will continue to focus primarily on key target markets: automotive, financial services, retail, technology, telecommunications, and travel/hospitality within both our enterprise and mid-market sectors, as well as the small business (SMB) sector. Healthcare, insurance, real estate and energy utilities are new target industries and natural extensions of our primary target markets. We plan to leverage our new LiveEngage platform to replace a portion of calls traditionally made to 1-800 numbers with text and mobile messaging, and to increase adoption of real-time, campaign-based messaging across our customer's online properties. We intend to collaborate with our large installed customer base to optimize the value and effectiveness that brands derive from our services. We are also focused on strengthening our recurring revenue stream by signing larger, long-term, and more strategic deals.

One of the key ways we are developing our market position is by hosting customer summits for executive level attendees from our targeted enterprise customer base and prospects. These customer summits feature existing customers that have demonstrated strong success with messaging and bots on LiveEngage. We believe that scaled reference customers advocating the adoption of messaging on LiveEngage to targeted peer groups will be a key driver of our growth. In 2017 we increased the pacing and scale of these summits, a pattern that we expect to continue in 2018.

Fuel Increased Usage by Expanding Messaging Channels, Use Cases and Interaction Types. LiveEngage currently supports numerous messaging endpoints including branded mobile apps, mobile and desktop web browsers, IVRs, SMS, Facebook Messenger and LINE. We intend to increase the number of endpoints supported by the LiveEngage platform to include additional third-party social apps and device-based systems. We also intend to broaden the use cases of LiveEngage across our customer base, to support care, sales, marketing and retail footprints. In addition, LivePerson continues to expand the breadth of interaction types available to customers on the platform. For example, in addition to our broad suite of messaging and real-time chat technologies, customers have access to content delivery, analytics, cobrowse, and PCI compliance, as well as proprietary and third-party bot offerings. LivePerson offers a platform pricing model, which provides businesses access to our entire suite of messaging technologies across their entire agent pool for a pre-negotiated cost per interaction. We believe this model will lead to growth opportunities for LivePerson as customers adopt new messaging channels, use cases and interaction types.

Leverage Partners to Enhance our Offering. In addition to developing our own applications, we continue to cultivate a partner eco-system capable of offering additional applications and services to our customers. For example, in 2015, we integrated LiveEngage with one of the leading consumer messaging platforms. In 2016, we integrated LiveEngage with one of the leading mobile search ad extensions, enabling consumers to initiate SMS messaging conversations with brands directly out of their mobile

search results. In 2017, LivePerson launched the LiveEngage for Bots program and we have subsequently integrated LiveEngage with multiple artificial intelligence/bots vendors, including IBM Watson.

Our offering is vendor agnostic, empowering our customers to manage a mix of different bots, human agents and technologies from one control panel, thereby optimizing contact center efficiency. LivePerson's proprietary and third-party AI/bots enable brands to partially or fully automate communications with their customers. In addition, we have opened up access to our platform and our products with application programming interfaces (APIs) that allow third parties to develop on top of our platform. Customers and partners can utilize these APIs to build our capabilities into their own applications and to enhance our applications with their services. In 2017, we allocated additional resources to supporting partners and we expect this investment to increase as our partner network expands.

Maintaining Market Leadership in Technology and Security Expertise. As described above, we are devoting significant resources to creating new products and enabling technologies designed to accelerate innovation. In order to better support our customers and to attract the best talent, LivePerson is globalizing research and development. We now have tech centers in Israel; Mannheim, Germany; New York; Atlanta and Mountain View, California. We evaluate emerging technologies and industry standards and continually update our technology in order to retain our leadership position in each market we serve. We monitor legal and technological developments in the area of information security and confidentiality to ensure our policies and procedures meet or exceed the demands of the world's largest and most demanding corporations. We believe that these efforts will allow us to effectively anticipate changing customer and consumer requirements in our rapidly evolving industry.

International Presence. LivePerson is focused on expanding its international revenue contribution, which increased to 37% of total revenue in 2017, from 34% in 2016 and 33% in 2015. LivePerson generated positive results from previous investments in direct sales and services personnel in the United Kingdom and Western Europe. We also continued to focus on expanding our presence in the Asia Pacific region, leveraging our relationships with partners.

Continuing to Build Brand Recognition. As a pioneer of brand-to-consumer digital messaging, LivePerson enjoys strong brand recognition and credibility. We continue to develop relationships with the media, industry analysts and relevant business associations to enhance awareness of our leadership within the care, sales, tech and marketing industries. With a vision of becoming the leader in messaging, we've hosted several private executive events for our customers and prospects, highlighting our expertise and the breadth of our services. These private executive events have led us to close several high-profile deals and we are continuing them throughout 2018. Our focus on connecting large enterprise businesses and their millions of consumers securely and at scale is a primary differentiator for LivePerson and a key component of our marketing strategy. We strategically target decision makers and influencers within several key vertical markets, leveraging customer successes to generate increased awareness and demand for brand-to-consumer messaging. In addition, our brand name may also be visible to both business users and consumers on a brand's website, within the dialog messaging window. We also engage in digital marketing campaigns that promote our brand on web searches and third-party sites.

Increasing the Value of Our Service to Our Customers. Leveraging LiveEngage to shift communication between consumers and brands from 1-800 number calls to AI and human-powered messaging is the most important initiative in LivePerson's history. We believe that adoption of LiveEngage will align brands with consumer communication preferences, improve the customer experience and reduce contact center costs. Our platform strategy makes available the full suite of LivePerson's capabilities through a single solution. In addition, the open architecture of LiveEngage will enable LivePerson to rapidly add new capabilities either directly or through partners. For example, we see opportunities for additional efficiencies in the contact center through the integration of artificial intelligence and bots. Because we directly manage the server infrastructure, we can make new features available to our customers immediately upon release, without customer or end-user installation of software or hardware. Our strategy is to continue to enhance the LiveEngage messaging platform and to leverage the substantial amount of mobile and online consumer data we collect, with the aim of increasing agent efficiency, decreasing customer care costs, improving the customer experience and increasing customer lifetime value.

Evaluating Strategic Alliances and Acquisitions When Appropriate. We have successfully integrated several acquisitions over the past decade. While we have in the past, and may from time to time in the future, engage in discussions regarding acquisitions or strategic transactions or to acquire other companies that can accelerate our growth or broaden our product offerings, we currently have no binding commitments with respect to any future acquisitions or strategic transactions.

Key Metrics

Financial overview of the three and twelve months ended December 31, 2017 compared to the comparable periods in 2016 are as follows:

- Revenue increased 2% and decreased 2% to \$57.4 million and \$218.9 million in the three and twelve months ended December 31, 2017, respectively, from \$56.1 million and \$222.8 million in the comparable periods in 2016.

- Revenue from our Business segment increased 2% and decreased 2% to \$52.9 million and \$201.4 million in the three and twelve months ended December 31, 2017, respectively, from \$51.9 million and \$206.5 million in the comparable periods in 2016.
- Gross profit margin increased to 74% and 73% in the three and twelve months ended December 31, 2017 from 73% and 72% in the comparable periods in 2016.
- Cost and expenses decreased 2% to \$63.3 million and \$236.7 million in the three and twelve months ended December 31, 2017, respectively, from \$64.4 million and \$242.2 million in the comparable periods in 2016.
- Net loss decreased to \$3.7 million and \$18.2 million in the three and twelve months ended December 31, 2017, respectively, from net loss of \$9.6 million and \$25.9 million for the three and twelve months ended December 31, 2016, respectively.
- Trailing-twelve-month average revenue per enterprise and mid-market customer was greater than \$220,000 in 2017, as compared to approximately \$200,000 in 2016.
- Revenue retention rate for enterprise and mid-market customers on LiveEngage was greater than 100% for the twelve-months ended December 31, 2017 and 2016.

Revenue

The majority of our revenue is generated from monthly service revenues and related professional services from the sale of the LivePerson services. We charge a monthly fee, which varies by service and customer usage. The majority of our larger customers also pay a professional services fee related to implementation and ongoing optimization services. A large proportion of our revenue from new customers comes from large corporations. These companies typically have more significant implementation requirements and more stringent data security standards. Such customers also have more sophisticated data analysis and performance reporting requirements, and are likely to engage our professional services organization to provide such analysis and reporting on a recurring basis.

Revenue from our Business segment accounted for 92%, 93%, and 94% of total revenue for the year ended December 31, 2017, 2016, and 2015, respectively. Revenue attributable to our monthly hosted Business services accounted for 89% of total Business revenue for the year ended December 31, 2017 and 2016. Revenue attributable to our monthly hosted Business services accounted for 90% of total Business revenue for the years ended December 31, 2015. Our service agreements typically have twelve month terms and, in some cases, are terminable or may terminate upon 30 to 90 days' notice without penalty. Given the time required to schedule training for our customers' operators and our customers' resource constraints, we have historically experienced a lag between signing a customer contract and recognizing revenue from that customer. Although this lag has typically ranged from 30 to 90 days, it may take more time between contract signing and recognizing revenue in certain situations.

Revenue from our Consumer segment is generated from online transactions between Experts and Users is recognized net of Expert fees and accounted for approximately 8%, 7%, and 6% of total revenue for the years ended December 31, 2017, 2016, and 2015, respectively.

We also have entered into contractual arrangements that complement our direct sales force and online sales efforts. These are primarily with call center service companies, pursuant to which LivePerson is paid a commission based on revenue generated by these service companies from our referrals. To date, revenue from such commissions has not been material.

Costs and Expenses

Our cost of revenue consists of:

- compensation costs relating to employees who provide customer support and implementation services to our customers;
- outside labor provider costs;
- compensation costs relating to our network support staff;
- depreciation of certain hardware and software;
- allocated occupancy costs and related overhead;
- the cost of supporting our infrastructure, including expenses related to server leases, infrastructure support costs and Internet connectivity;
- the credit card fees and related payment processing costs associated with the consumer and SMB services; and
- amortization of certain intangibles.

Our sales and marketing expenses consist of compensation and related expenses for sales personnel and marketing personnel, online marketing, allocated occupancy costs and related overhead, advertising, sales commissions, public relations, promotional materials, travel expenses and trade show exhibit expenses.

Our general and administrative expenses consist primarily of compensation and related expenses for executive, accounting, legal, information technology and human resources personnel, allocated occupancy costs and related overhead, litigation, professional fees, provision for doubtful accounts and other general corporate expenses.

Our product development expenses consist primarily of compensation and related expenses for product development personnel, allocated occupancy costs and related overhead, outsourced labor and expenses for testing new versions of our software. Product development expenses are charged to operations as incurred.

During 2017, we decreased our allowance for doubtful accounts from \$1.7 million to approximately \$1.3 million, principally due to an increase in write-offs compared to 2016. During 2016, we increased our allowance for doubtful accounts by approximately \$0.5 million to approximately \$1.7 million, principally due to analysis of the accounts receivable aging. A large proportion of receivables are due from larger corporate customers that typically have longer payment cycles. We base our allowance for doubtful accounts on specifically identified credit risks of customers, historical trends and other information that we believe to be reasonable. We adjust our allowance for doubtful accounts when accounts previously reserved have been collected.

Non-Cash Compensation Expense

The net non-cash compensation amounts for the years ended December 31, 2017, 2016 and 2015 consist of (amounts in thousands):

	2017	2016	2015
Stock-based compensation expense	\$ 8,944	\$ 9,736	\$ 11,814

Results of Operations

The Company is organized into two operating segments: Business and Consumer. The Business segment enables brands to leverage LiveEngage's sophisticated intelligence engine to connect with consumers through an integrated suite of mobile and online business messaging technologies. The Consumer segment facilitates online transactions between Experts and Users seeking information and knowledge for a fee via real-time chat.

The following tables set forth our results of operations for the periods presented and as a percentage of our revenues for those periods. The period-to-period comparison of financial results is not necessarily indicative of future results.

	Year Ended December 31,		
	2017	2016	2015
	(as a percentage of revenue)		
Consolidated Statements of Operations Data: ⁽¹⁾			
Revenue	100 %	100 %	100 %
Costs and expenses:			
Cost of revenue	27 %	28 %	29 %
Sales and marketing	42 %	40 %	40 %
General and administrative	20 %	19 %	16 %
Product development	18 %	18 %	16 %
Restructuring costs	1 %	1 %	1 %
Amortization of purchased intangibles	1 %	2 %	2 %
Total costs and expenses	108 %	109 %	104 %
Loss from operations	(8)%	(9)%	(4)%
Other income (expense), net	— %	— %	— %
Loss before provision for income taxes	(8)%	(9)%	(4)%
Provision for income taxes	— %	3 %	7 %
Net loss	(8)%	(12)%	(11)%

⁽¹⁾ Certain items may not total due to rounding.

Revenue

	Year Ended December 31,			Year Ended December 31,		
	2017	2016	% Change	2016	2015	% Change
	(in thousands)			(in thousands)		
Revenue by Segment:						
Business	\$ 201,426	\$ 206,521	(2)%	\$ 206,521	\$ 223,803	(8)%
Consumer	17,450	16,258	7 %	16,258	15,209	7 %
Total	\$ 218,876	\$ 222,779	(2)%	\$ 222,779	\$ 239,012	(7)%

Our business revenue growth has traditionally been driven by a mix of revenue from new customers as well as expansion from existing customers. Business revenue decreased by 2% to \$201.4 million for the year ended December 31, 2017, from \$206.5 million for the year ended December 31, 2016. This decrease is primarily attributable to revenue from existing customers of approximately \$14.9 million, net of cancellations, and revenue that is variable based on interactions and usage in the amount of \$1.0 million. This is partially offset by increases in revenue from new customers of approximately \$10.1 million and from professional services of approximately \$0.7 million.

Business revenue decreased by 8% to \$206.5 million for the year ended December 31, 2016, from \$223.8 million for the year ended December 31, 2015. The decrease is primarily attributable to revenue from existing customers of approximately \$22.5 million, net of cancellations, and revenue that is variable based on interactions and usage in the amount of \$5.3 million. This is partially offset by increases in revenue from new customers of approximately \$10.0 million and revenue from professional services of approximately \$0.5 million.

The overall decrease in business revenue is primarily attributable to our focus in 2016 on migration of current customers from our old platform to our new LiveEngage platform rather than sales to new customers or expansion of our services to existing customers, which has a carry-over effect in 2017. As of January 1, 2017, our focus shifted back to selling and expanding our base of messaging customers. In addition, the majority of customers had been notified for end of life on the legacy offering in 2017, and not every legacy customer has elected to move to LiveEngage. We continue to see a decrease in existing customer cancellations quarter over quarter. During the fourth quarter 2017, we returned to year over year revenue growth.

Consumer revenue increased by 7% to \$17.5 million for the year ended December 31, 2017, from the year ended December 31, 2016. This increase is primarily attributable to an increase in price per minute along with an increase in gross fees. Consumer revenue increased by 7% to \$16.3 million for the year ended December 31, 2016, from the year ended December 31, 2015. This increase is primarily attributable to an increase in chat minutes, along with an increase in gross fees.

Cost of Revenue - Business

Cost of revenue consists of compensation costs relating to employees who provide customer service to our customers, compensation costs relating to our network support staff, the cost of supporting our server and network infrastructure, and allocated occupancy costs and related overhead.

	Year Ended December 31,			Year Ended December 31,		
	2017	2016	% Change	2016	2015	% Change
	(\$ in thousands)			(\$ in thousands)		
Cost of revenue - Business	\$ 54,600	\$ 60,352	(10)%	\$ 60,352	\$ 67,901	(11)%
Percentage of total revenue	25%	27%		27%	28%	
Headcount (at period end)	205	236	(13)%	236	286	(17)%

Cost of revenue decreased by 10% to \$54.6 million in 2017, from \$60.4 million in 2016. This decrease in expense is primarily attributable to a decrease in salary and related employee expenses of approximately \$3.1 million, a decrease in primary and backup server facilities and allocated overhead cost related to costs of supporting our server and network infrastructure of approximately \$1.5 million, and a decrease in depreciation of approximately \$1.3 million.

Cost of revenue decreased by 11% to \$60.4 million in 2016, from \$67.9 million in 2015. This decrease in expense is primarily attributable to a decrease in salary and related employee expenses of approximately \$1.6 million, a decrease in business

services and outsourced subcontracted labor of approximately \$4.8 million, and a decrease in depreciation and amortization of fixed assets of approximately \$1.5 million.

The decrease in cost of revenue was tied to our ability to operationalize cost savings by moving brands off of our legacy platform and realigning our go-to-market strategy around LiveEngage.

Cost of Revenue - Consumer

Cost of revenue consists of compensation costs relating to employees who provide customer service to Experts and Users, compensation costs relating to our network support staff, the cost of supporting our server and network infrastructure, credit card and transaction processing fees and related costs, and allocated occupancy costs and related overhead.

	Year Ended December 31,			Year Ended December 31,		
	2017	2016	% Change	2016	2015	% Change
	(\$ in thousands)			(\$ in thousands)		
Cost of revenue - Consumer	\$ 3,605	\$ 2,809	28%	\$ 2,809	\$ 2,409	17%
Percentage of total revenue	2%	1%		1%	1%	
Headcount (at period end)	18	16	13%	16	17	(6)%

Cost of revenue increased by 28% to \$3.6 million in 2017, from \$2.8 million in 2016. This is primarily related to an increase in salary and related employee expenses of approximately \$1.1 million. This increase is partially offset by a decrease in backup server facilities of approximately \$0.5 million.

Cost of revenue increased by 17% to \$2.8 million in 2016, from \$2.4 million in 2015. This is primarily attributable to an increase in backup server facilities of approximately \$0.6 million, an increase in business services and outsourced labor of approximately \$0.2 million, an increase in depreciation of approximately \$0.2 million, and an increase of credit card processing fees of approximately \$0.2 million. This is partially offset by a decrease in salary and related employee expenses of approximately \$0.8 million.

Sales and Marketing - Business

Our sales and marketing expenses consist of compensation and related expenses for sales and marketing personnel, as well as advertising, public relations, trade show exhibit expenses and allocated occupancy costs and related overhead.

	Year Ended December 31,			Year Ended December 31,		
	2017	2016	% Change	2016	2015	% Change
	(\$ in thousands)			(\$ in thousands)		
Sales and Marketing - Business	\$ 82,420	\$ 82,063	—%	\$ 82,063	\$ 87,975	(7)%
Percentage of total revenue	38%	37%		37%	37%	
Headcount (at period end)	291	310	(6)%	310	324	(4)%

Sales and marketing expenses remained relatively flat in 2017 as compared to 2016. There was an increase in marketing events, advertising, public relations, and tradeshow exhibit expenses of approximately \$3.1 million, an increase in business services and outsourced labor of approximately \$1.7 million, and an increase in depreciation expense by approximately \$0.3 million. This was offset by a decrease in salary and related employee expenses of approximately \$4.7 million.

Sales and marketing expenses decreased by 7% to \$82.1 million in 2016, from \$88.0 million in 2015. This decrease is primarily attributable to a decrease in salary and related employee expenses of approximately \$7.1 million and a decrease in marketing expenses of approximately \$1.1 million. This is partially offset by an increase in business services and outsourced labor of approximately \$3.0 million.

We have realigned our go-to-market strategy around LiveEngage. Our outreach efforts are primarily focused on fostering a community of thought and industry leadership by targeting several hundred of the world's largest brands through conference calls and events. This approach enables LivePerson to run a leaner, nimbler field organization.

Sales and Marketing — Consumer

Our sales and marketing expenses consist of compensation and related expenses for marketing personnel, as well as online promotion and trade show exhibit expenses and allocated occupancy costs and related overhead.

	Year Ended December 31,			Year Ended December 31,		
	2017	2016	% Change	2016	2015	% Change
	(\$ in thousands)			(\$ in thousands)		
Sales and Marketing - Consumer	\$ 8,485	\$ 7,466	14%	\$ 7,466	\$ 6,753	11%
Percentage of total revenue	4%	3%		3%	3%	
Headcount (at period end)	12	11	9%	11	9	22%

Sales and marketing expenses increased by 14% to \$8.5 million in 2017, from \$7.5 million in 2016. This increase is primarily attributable to an increase in advertising and online expenses of approximately \$0.9 million and an increase in compensation and related costs for additional and existing sales and marketing personnel of approximately \$0.1 million.

Sales and marketing expenses increased by 11% to \$7.5 million in 2016, from \$6.8 million in 2015. This increase is primarily attributable to an increase in advertising and online expenses of approximately \$0.7 million.

General and Administrative

Our general and administrative expenses consist primarily of compensation and related expenses for executive, accounting, legal, information technology, human resources and administrative personnel, professional fees and other general corporate expenses.

	Year Ended December 31,			Year Ended December 31,		
	2017	2016	% Change	2016	2015	% Change
	(\$ in thousands)			(\$ in thousands)		
General and administrative	\$ 43,124	\$ 43,046	—%	\$ 43,046	\$ 37,171	16 %
Percentage of total revenue	20%	19%		19%	16%	
Headcount (at period end)	113	112	1%	112	115	(3)%

General and administrative expenses remained relatively flat in 2017 as compared to 2016. There was an increase in salaries and employee related expenses of approximately \$0.3 million and a net increase in non-recurring costs of approximately \$0.2 million. Non-recurring costs consisted of an increase in litigation of approximately \$1.3 million, executive one-time compensation of approximately \$1.0 million, and executive separation costs of approximately \$0.5 million, offset partially by the write off of technology licenses in 2016 of approximately \$2.6 million. The overall general and administrative expense variance was offset by a decrease in business services and outsourced labor of approximately \$0.2 million and a decrease in allocated occupancy costs, related overhead, information technology and other general corporate expenses of approximately \$0.2 million.

General and administrative expenses increased by 16% to \$43.0 million in 2016, from \$37.2 million in 2015. This increase is primarily attributable to an increase in allocated occupancy costs, related overhead, information technology and other general corporate expenses of approximately \$5.0 million. Furthermore, there were litigation costs of \$4.7 million and a write off of technology licenses of \$2.6 million in 2016. This is partially offset by a decrease in business services and outsourced labor of approximately \$4.1 million and a decrease in salary and related employee expenses of approximately \$2.2 million.

Product Development

Our product development expenses consist primarily of compensation and related expenses for product development personnel as well as allocated occupancy costs and related overhead and outsourced labor and expenses for testing new versions of our software.

	Year Ended December 31,			Year Ended December 31,		
	2017	2016	% Change	2016	2015	% Change
	(\$ in thousands)			(\$ in thousands)		
Product development	\$ 40,034	\$ 40,198	— %	\$ 40,198	\$ 38,974	3%
Percentage of total revenue	18%	18%		18%	16%	
Headcount (at period end)	342	300	14 %	300	253	19%

Product development costs remained relatively flat in 2017 as compared to 2016. There was a decrease in compensation and related costs of approximately \$1.6 million and in business services and outsourced labor of approximately \$0.3 million. This was offset by an increase in depreciation expense of approximately \$1.3 million and an increase in allocated occupancy costs and related overhead of approximately \$0.3 million.

Product development costs increased by 3% to \$40.2 million in 2016, from \$39.0 million in 2015. This increase is primarily attributable to an increase in compensation and related costs for additional and existing product development personnel of approximately \$1.2 million as a result of our increased efforts to expand our product offerings and an increase in allocated occupancy costs and related overhead in the amount of approximately \$0.6 million.

We continue to invest in new product development efforts to expand the capability of LiveEngage. We recognize that every brand is unique and employs an individualized and complex approach to managing their users. In accordance with ASC 350-40, "Internal- Use Software", as new projects are initiated that provide functionality to the LiveEngage platform, the associated development and employee costs will be capitalized. Upon completion, the project costs will be depreciated over five years. During the year ended December 31, 2017 and 2016, \$8.3 million and \$3.7 million was capitalized, respectively.

Restructuring Costs

	Year Ended December 31,			Year Ended December 31,		
	2017	2016	% Change	2016	2015	% Change
	(\$ in thousands)			(\$ in thousands)		
Restructuring Costs	\$ 2,594	\$ 2,369	9%	\$ 2,369	\$ 3,384	(30)%
Percentage of total revenue	1%	1%		1%	1%	

Restructuring costs increased by 9% to \$2.6 million in 2017, from \$2.4 million in 2016. This increase is attributable to an increase in wind down costs of approximately \$0.8 million related to shutting down the legacy platform and a benefit of approximately \$0.4 million taken in 2016 related to cash collected on previously written off bad debt of a large customer contract that ended. This was offset partially by a decrease in severance and other associated costs of \$1.0 million.

Restructuring costs decreased by 30% to \$2.4 million in 2016, from \$3.4 million in 2015. This decrease is attributable to termination costs of approximately \$1.7 million surrounding a customer contract that ended in 2015 and subsequent cash collection of a portion written off of approximately \$0.4 million the termination cost in 2016. This was partially offset by wind down costs related to shutting down the legacy platform of approximately \$1.1 million.

Amortization of Purchased Intangibles

	Year Ended December 31,			Year Ended December 31,		
	2017	2016	% Change	2016	2015	% Change
	(\$ in thousands)			(\$ in thousands)		
Amortization of purchased intangibles	\$ 1,840	\$ 3,885	(53)%	\$ 3,885	\$ 4,873	(20)%
Percentage of total revenue	1%	2%		2%	2%	

Amortization expense for purchased intangibles decreased by 53% to \$1.8 million in 2017, from \$3.9 million in 2016 and decreased by 20% to \$3.9 million in 2016, from \$4.9 million in 2015. The variance in 2017 is primarily attributable to the full amortization of past acquisitions along with continued amortization of our 2014 acquisitions of CAO!, Synchronite, and our investments in technology licenses. The variance in 2016 is primarily attributable the decrease in amortization of Engage and Look.Io of approximately \$0.4 million and the decrease in CAO intangible assets of approximately \$0.6 million. Additional amortization expense in the amount of \$2.8 million was included in cost of revenue for the years ended December 31, 2017 and

2016. Additional amortization expense in the amount of \$3.2 million was included in cost of revenue for the year ended December 31, 2015.

Other (Expense) Income, net

Other income, net primarily consists of interest income on cash and cash equivalents, investment income and financial (expense) income which is a result of currency rate fluctuations associated with exchange rate movement of the U.S. dollar against the New Israeli Shekel, Pound Sterling, Japanese Yen, AUS dollar and the Euro.

	Year Ended December 31,			Year Ended December 31,		
	2017	2016	% Change	2016	2015	% Change
	(\$ in thousands)			(\$ in thousands)		
Other income (expense), net	\$ 136	\$ (530)	(126)%	\$ (530)	\$ (202)	162%

Other income (expense) increased by 126% to income of \$0.1 million in 2017, from an expense of \$0.5 million in 2016. This was primarily attributable to an increase in realized and unrealized gain due to foreign exchange of approximately \$0.5 million and a decrease in finance hedging and other financial income of approximately \$0.2 million.

Other income (expense) decreased by \$0.3 million in 2016 compared to 2015. This was primarily attributable to an increase in realized and unrealized loss due to foreign exchange of approximately \$0.4 million and a decrease in other financial income of approximately \$0.1 million. This was partially offset by an increase in income from finance hedging of approximately \$0.2 million.

Provision for Income Taxes

	Year Ended December 31,			Year Ended December 31,		
	2017	2016	% Change	2016	2015	% Change
	(\$ in thousands)			(\$ in thousands)		
Provision for income taxes	\$ 501	\$ 5,934	(92)%	\$ 5,934	\$ 15,814	(62)%

Income tax expense decreased by 92% to \$0.5 million in 2017, from \$5.9 million in 2016. Our consolidated effective tax rate was impacted by the statutory income tax rates applicable to each of the jurisdictions in which we operate. The decrease was primarily attributable to a benefit recorded in the fourth quarter of 2017 as a result of the Tax Cuts and Jobs Act, which was passed on December 22, 2017. Prior to the passage of the tax law, we had an indefinite lived intangible that was not available to be netted against existing deferred tax assets for purposes of determining the valuation allowance. As a result of the Tax Cuts and Jobs Act the federal tax rate decreased from 34% to 21%. Net operating losses incurred after December 31, 2017 will have an indefinite carryforward period and will be available to offset 80% of taxable income in future years.

Income tax expense decreased by 62% to \$5.9 million in 2016, from \$15.8 million in 2015. Our consolidated effective tax rate was impacted by the statutory income tax rates applicable to each of the jurisdictions in which we operate. The decrease was a result of the valuation allowance established for a significant portion of our deferred tax asset on our balance sheet as it was determined to be more likely than not that we would not realize a portion of our deferred tax asset.

Net Loss

We had a net loss of \$18.2 million in 2017 compared to a net loss of \$25.9 million in 2016. Revenue decreased approximately \$3.9 million, operating expenses decreased by approximately \$5.5 million, the provision for income taxes decreased approximately \$5.4 million, and other income (expense), net increased by \$0.7 million, contributing to a net decrease in net loss of approximately \$7.7 million.

We had a net loss of \$25.9 million in 2016 compared to a net loss of \$26.4 million in 2015. Revenue decreased approximately \$16.2 million, operating expenses decreased by approximately \$7.3 million, the provision for (benefit from) income taxes decreased approximately \$9.9 million, and other income (expense), net decreased by approximately \$0.3 million, contributing to a net decrease in net loss of approximately \$0.6 million.

Quarterly Results of Operations Data

The following table sets forth, for the periods indicated, the Company's financial information for the eight most recent quarters ended December 31, 2017. In the Company's opinion, this unaudited information has been prepared on a basis consistent with the annual consolidated financial statements and includes all adjustments, consisting only of normal recurring adjustments, necessary for a fair presentation of the unaudited information for the periods presented. This information should be read in conjunction with the consolidated financial statements, including the related notes, included herein.

	Dec. 31, 2017	Sept. 30, 2017	June 30, 2017	March 31, 2017	Dec. 31, 2016	Sept. 30, 2016	June 30, 2016	March 31, 2016
(in thousands, except share and per share data)								
Consolidated Statements of Operations Data:								
Revenue	\$ 57,390	\$ 56,493	\$ 54,074	\$ 50,919	\$ 56,118	\$ 54,518	\$ 56,679	\$ 55,464
Costs and Expenses:								
Cost of revenue	14,749	14,541	15,134	13,781	14,952	14,837	17,508	15,864
Sales and marketing	24,210	21,603	23,392	21,700	21,698	22,067	23,088	22,676
General and administrative	12,596	10,398	10,437	9,692	13,287	10,069	10,161	9,529
Product development	11,023	9,726	9,326	9,958	10,770	9,495	10,719	9,214
Restructuring costs	279	—	2,076	240	2,753	(384)	—	—
Amortization of purchased intangibles	428	470	470	472	931	1,013	1,017	924
Total costs and expenses	63,285	56,738	60,835	55,843	64,391	57,097	62,493	58,207
Loss from operations	(5,895)	(245)	(6,761)	(4,924)	(8,273)	(2,579)	(5,814)	(2,743)
Other (expense) income	(276)	191	(99)	320	(395)	(123)	(646)	634
Loss before (benefit from) provision for income taxes	(6,171)	(54)	(6,860)	(4,604)	(8,668)	(2,702)	(6,460)	(2,109)
(Benefit from) provision for income taxes	(2,499)	1,256	673	1,072	897	3,177	1,306	554
Net loss	\$ (3,672)	\$ (1,310)	\$ (7,533)	\$ (5,676)	\$ (9,565)	\$ (5,879)	\$ (7,766)	\$ (2,663)
Net loss per share of common stock:								
Basic	(0.06)	(0.02)	(0.13)	(0.10)	(0.17)	(0.10)	(0.14)	(0.05)
Diluted	(0.06)	(0.02)	(0.13)	(0.10)	(0.17)	(0.10)	(0.14)	(0.05)
Weighted-average shares used to compute net loss per share								
Basic	56,965,111	56,524,990	55,954,158	55,975,093	55,861,872	56,047,645	55,965,525	56,386,003
Diluted	56,965,111	56,524,990	55,954,158	55,975,093	55,861,872	56,047,645	55,965,525	56,386,003

Liquidity and Capital Resources

December 31,	
2017	2016
(in thousands)	

Consolidated Statements of Cash Flows Data:

Cash flows provided by operating activities	\$ 10,290	\$ 24,560
Cash flows used in investing activities	(15,320)	(11,452)
Cash flows provided by (used in) financing activities	7,209	(7,068)

As of December 31, 2017, we had approximately \$56.1 million in cash and cash equivalents, an increase of approximately \$5.2 million from December 31, 2016. This increase is primarily attributable to cash provided by operating activities of approximately \$10.3 million, proceeds from issuance of common stock of approximately \$9.0 million, and the effect of foreign exchange rate changes on cash and cash equivalents of approximately \$3.0 million. This was partially offset by cash used in investing activities of approximately \$15.3 million and the repurchase of common stock of approximately \$1.7 million.

Net cash provided by operating activities was \$10.3 million in the year ended December 31, 2017. Our net loss was \$18.2 million, but that net loss was impacted by non-cash expenses related to stock-based compensation, amortization of purchased intangibles, depreciation, and provision for doubtful accounts. Furthermore, there were increases in deferred revenue due to more of our customers moving to cash payments in advance on annual billings and accrued expenses. This was partially offset by increases in accounts receivable and prepaid expenses and other current assets and decreases in accounts payable and deferred tax liability. Net cash provided by operating activities was \$24.6 million in the year ended December 31, 2016 and consisted primarily of non-cash expenses related to stock-based compensation, amortization of purchased intangibles, depreciation, and impairment on investments. Furthermore, there were increases in deferred revenue due to more of our customers moving to cash payments in advance on annual billings, accrued expenses and decreases in prepaid expenses and other current assets. This was partially offset by net loss and an increase in accounts receivable.

Net cash used in investing activities was \$15.3 million in the year ended December 31, 2017 and was due primarily to the purchase of fixed assets for our co-location facilities and purchases of intangibles. This was partially offset by a decrease in cash held as collateral. Net cash used in investing activities was \$11.5 million in the year ended December 31, 2016 was due primarily to the purchase of fixed assets for our co-location facilities and purchases of intangibles. This was partially offset by a decrease in cash held as collateral.

Net cash provided by financing activities was \$7.2 million in the year ended December 31, 2017 and consisted primarily of the proceeds from the issuance of common stock in connection with the exercise of stock options offset partially by the repurchase of our common stock. Net cash used in financing activities was \$7.1 million in the year ended December 31, 2016 and consisted primarily of the repurchase of our common stock offset in part by the proceeds from the issuance of common stock in connection with the exercise of stock options.

We anticipate that our current cash and cash equivalents will be sufficient to satisfy our working capital and capital requirements for at least the next 12 months. However, we cannot assure you that we will not require additional funds prior to such time, and we would then seek to sell additional equity or debt securities through public financings, or seek alternative sources of financing. We cannot assure you that additional funding will be available on favorable terms, when needed, if at all. If we are unable to obtain any necessary additional financing, we may be required to further reduce the scope of our planned sales and marketing and product development efforts, which could materially adversely affect our business, financial condition and operating results. In addition, we may require additional funds in order to fund more rapid expansion, to develop new or enhanced services or products, or to invest in or acquire complementary businesses, technologies, services or products.

Contractual Obligations and Commitments

We do not have any special purposes entities, and other than operating leases, which are described below we do not engage in off-balance sheet financing arrangements.

We lease facilities and certain equipment under agreements accounted for as operating leases. These leases generally require us to pay all executory costs such as maintenance and insurance. Rental expense for operating leases for the years ended December 31, 2017, 2016 and 2015, was approximately \$8.9 million, \$10.0 million and \$9.9 million, respectively.

As of December 31, 2017, our principal commitments were approximately \$24.5 million under various operating leases, of which approximately \$9.8 million is due in 2018. We currently expect that our principal commitments for the year ending December 31, 2018 will not exceed approximately \$10.0 million in the aggregate.

Our contractual obligations at December 31, 2017 are summarized as follows (amounts in thousands):

Contractual Obligations	Payments Due by Period				
	Total	Less Than 1 Year	1 – 3 Years	3 – 5 Years	More Than 5 Years
Operating leases	\$ 24,512	\$ 9,797	\$ 10,432	\$ 2,571	\$ 1,712
Total	\$ 24,512	\$ 9,797	\$ 10,432	\$ 2,571	\$ 1,712

Capital Expenditures

Total capital expenditures in 2017 were approximately \$17.4 million, primarily related to the continued expansion of our co-location facilities. Our total capital expenditures are not currently expected to exceed \$ 14.5 million in 2018. We anticipate that our current cash and cash equivalents and cash from operations will be sufficient to fund these capital expenditures.

Indemnifications

We enter into service and license agreements in the ordinary course of business. Pursuant to some of these agreements, we agree to indemnify certain customers from and against certain types of claims and losses suffered or incurred by them as a result of using our products.

We also have agreements whereby our executive officers and directors are indemnified for certain events or occurrences while the officer or director is, or was serving, at our request in such capacity. The maximum potential amount of future payments we could be required to make under these indemnification agreements is unlimited; however, we have a directors and officers insurance policy that reduces our exposure and enables us to recover a portion of any future amounts paid. As a result of our insurance policy coverage, we believe the estimated fair value of these indemnification agreements is minimal. Currently, we have no liabilities recorded for these agreements as of December 31, 2017.

Critical Accounting Policies and Estimates

Our consolidated financial statements are prepared in conformity with accounting principles generally accepted in the United States of America. As such, we are required to make certain estimates, judgments and assumptions that management believes are reasonable based upon the information available. We base these estimates on our historical experience, future expectations and various other assumptions that we believe to be reasonable under the circumstances, the results of which form the basis for our judgments that may not be readily apparent from other sources. These estimates and assumptions affect the reported amounts of assets and liabilities and the disclosure of contingent assets and liabilities at the dates of the consolidated financial statements and the reported amounts of revenue and expenses during the reporting periods.

We believe that the assumptions and estimates associated with revenue recognition, stock-based compensation, accounts receivable, the valuation of goodwill and intangible assets, income taxes and legal contingencies have the greatest potential impact on our consolidated financial statements. We evaluate these estimates on an ongoing basis. Actual results could differ from those estimates under different assumptions or conditions, and any differences could be material. For further information on all of our significant accounting policies, see Note 1 of the Notes to Consolidated Financial Statements under Item 8.

Revenue Recognition

The majority of our revenue is generated from monthly service revenues and related professional services from the sale of the LivePerson services. Because we provide our application as a service, we follow the provisions of ASC 605-10-S99, "Revenue Recognition" and ASC 605-25, "Revenue Recognition with Multiple-Element Arrangements." We charge a monthly fee, which varies by type of service, the level of customer usage and website traffic, and in some cases, the number of orders placed via our online engagement solutions.

For certain of our larger customers, we may provide call center labor through an arrangement with one or more of several qualified vendors. For most of these customers, we pass the fee we incur with the labor provider and our fee for the hosted services through to our customers in the form of a fixed fee for each order placed via our online engagement solutions. For these Pay for Performance ("PFP") arrangements, in accordance with ASC 605-45, "Principal Agent Considerations," we record revenue for transactions in which we act as an agent on a net basis, and revenue for transactions in which we act as a principal on a gross basis.

We also sell certain of the LivePerson services directly via Internet download. These services are marketed as LiveEngage for small to medium-sized businesses ("SMBs"), and are paid for almost exclusively by credit card. Credit card payments accelerate cash flow and reduce our collection risk, subject to the merchant bank's right to hold back cash pending settlement of the transactions. Sales of LiveEngage may occur with or without the assistance of an online sales representative, rather than through face-to-face or telephone contact that is typically required for traditional direct sales.

We recognize monthly service revenue based upon the fee charged for the LivePerson services, provided that there is persuasive evidence of an arrangement, no significant obligations remain, collection of the resulting receivable is probable and the amount of fees to be paid is fixed or determinable. Our service agreements typically have twelve month terms and, in some cases, are terminable or may terminate upon 30 to 90 days' notice without penalty. When professional service fees add value to the customer on a standalone basis, we recognize professional service fees upon completion of services. This guidance establishes a selling price hierarchy for determining the selling price of a deliverable, which is based on: (a) vendor-specific objective evidence; (b) third-party evidence; or (c) estimates. If a professional services arrangement does not qualify for separate accounting, we recognize the fees, and the related labor costs, ratably over the contracted period.

For revenue from our Consumer segment generated from online transactions between Experts and Users, we recognize revenue net of Expert fees in accordance with ASC 605-45, "Principal Agent Considerations," due primarily to the fact that the Expert is the primary obligor. Additionally, we perform as an agent without any risk of loss for collection, and are not involved in selecting the Expert or establishing the Expert's fee. We collect a fee from the consumer and retain a portion of the fee, and then remit the balance to the Expert. Revenue from these transactions is recognized when there is persuasive evidence of an arrangement, no significant obligations remain, collection of the resulting receivable is probable and the amount of fees to be paid is fixed or determinable.

Stock-Based Compensation

We follow ASC 718-10, "Stock Compensation," which addresses the accounting for transactions in which an entity exchanges its equity instruments for goods or services, with a primary focus on transactions in which an entity obtains employee services in share-based payment transactions. ASC 718-10 requires measurement of the cost of employee services received in exchange for an award of equity instruments based on the grant-date fair value of the award (with limited exceptions). Incremental compensation costs arising from subsequent modifications of awards after the grant date must be recognized.

As of December 31, 2017, there was approximately \$9.1 million of total unrecognized compensation cost related to nonvested stock options. That cost is expected to be recognized over a weighted average period of approximately 2.7 years. As of December 31, 2017, there was approximately \$6.3 million of total unrecognized compensation cost related to nonvested restricted stock units. That cost is expected to be recognized over a weighted average period of approximately 2.4 years.

Accounts Receivable

We perform ongoing credit evaluations of our customers' financial condition (except for customers who purchase the LivePerson services by credit card via Internet download) and have established an allowance for doubtful accounts based upon factors surrounding the credit risk of customers, historical trends and other information that we believe to be reasonable, although they may change in the future. If there is a deterioration of a customer's credit worthiness or actual write-offs are higher than our historical experience, our estimates of recoverability for these receivables could be adversely affected. Although our large number of customers limits our concentration of credit risk, we do have several large customers. If we experience a significant write-off from one of these large customers, it could have a material adverse impact on our consolidated financial statements. No single customer accounted for or exceeded 10% of our total revenue in 2017, 2016 or 2015. No single customer accounted for or exceeded 10% of our total accounts receivable in 2017 and 2016. During 2017, we decreased our allowance for doubtful accounts from \$1.7 million to approximately \$1.3 million, principally due to analysis of the accounts receivable aging.

A large proportion of receivables are due from larger corporate customers that typically have longer payment cycles.

Goodwill

The Company records goodwill when the consideration paid in a business combination exceeds the fair value of the net tangible assets and the identified intangible assets acquired. Goodwill is not amortized, but instead is required to be tested for impairment annually and whenever events or changes in circumstances indicate that the carrying value of goodwill may exceed its fair value.

The Company performs testing for impairment of goodwill in its third quarter, or as events occur or circumstances change that would more likely than not reduce the fair value of the Company's reporting units below their carrying amounts. A qualitative assessment is first made to determine whether it is necessary to perform the two-step quantitative goodwill impairment test. This initial qualitative assessment includes, among other things, consideration of: (i) market capitalization of the Company, (ii) past, current and projected future earnings and equity; (iii) recent trends and market conditions; and (iv) valuation metrics involving similar companies that are publicly-traded and acquisitions of similar companies, if available. If this initial qualitative assessment indicates that it is more likely than not that impairment exists, a second analysis will be performed, involving a comparison between the estimated fair values of the Company's reporting unit with its respective carrying amount including goodwill. If the carrying value exceeds estimated fair value, there is an indication of potential impairment, and a third analysis is performed to measure the amount of impairment. The third analysis involves calculating an implied fair value of goodwill by measuring the excess of the estimated fair value of the reporting unit over the aggregate estimated fair values of the individual assets less liabilities. If the carrying value of goodwill exceeds the implied fair value of goodwill, an impairment charge is recorded for the excess.

We evaluate for goodwill impairment annually at September 30th. At the end of the third quarter of 2017, 2016, 2015, we determined that it was not more-likely that the fair value of the reporting units is less than their carrying amount. Accordingly, we did not perform the two-step goodwill impairment test.

Impairment of Long-Lived Assets

In accordance with ASC 360-10, "Accounting for the Impairment or Disposal of Long-Lived Assets," long-lived assets, such as property, plant and equipment and purchased intangibles subject to amortization are reviewed for impairment whenever events or changes in circumstances indicate that the carrying value of an asset may not be recoverable. The amount of any impairment is measured as the difference between the carrying value and the fair value of the impaired asset. During the year ended December 31, 2016, the Company determined certain long-lived assets related to the legacy platform and purchased intangibles of technology licenses to be impaired. The write-off of net book value of these assets, of approximately \$0.2 million and \$2.6 million, was included in restructuring costs and general and administrative expenses, respectively.

Income Taxes

Income taxes are accounted for under the asset and liability method. Under this method, deferred tax assets and liabilities are recognized for the future tax consequences attributable to differences between the financial statement carrying amounts of existing assets and liabilities and their respective tax bases and operating loss and tax credit carryforwards. Deferred tax assets and liabilities are measured using enacted tax rates expected to apply to taxable income in the years in which those temporary differences are expected to be recovered or settled. In assessing the realizability of deferred tax assets, management considers whether it is more likely than not that some portion or all of the deferred tax assets will be realized. The ultimate realization of deferred tax assets is dependent upon the generation of future taxable income during the periods in which those temporary differences are expected to become deductible. We consider the scheduled reversal of deferred tax liabilities, projected future taxable income and tax planning strategies in making this assessment. We include interest accrued on the underpayment of income taxes in interest expense and penalties, if any, related to unrecognized tax benefits in general and administrative expenses. We recorded a valuation allowance as we considered our cumulative loss in recent years as a significant piece of negative evidence. During the year ended December 31, 2017, there was a reduction in the valuation allowance of \$4.6 million.

Legal Contingencies

We are subject to legal proceedings and litigation arising in the ordinary course of business. Periodically, we evaluate the status of each legal matter and assess our potential financial exposure. If the potential loss from any legal proceeding or litigation is considered probable and the amount can be reasonably estimated, we accrue a liability for the estimated loss. Significant judgment is required to determine the probability of a loss and whether the amount of the loss is reasonably estimable. The outcome of any proceeding is not determinable in advance. As a result, the assessment of a potential liability and the amount of accruals recorded are based only on the information available at the time. As additional information becomes available, we reassess the potential liability related to the legal proceeding or litigation, and may revise our estimates. Any revisions could have a material effect on our results of operations. See Note 13, Legal Matters, of the Notes to the Consolidated Financial Statements under Item 8 for additional information on our legal proceedings and litigation.

Recently Issued Accounting Standards

In February 2018, the Financial Accounting Standards Board ("FASB") issued Accounting Standards Update No. 2018-02 "Income Statement—Reporting Comprehensive Income (Topic 220): Reclassification of Certain Tax Effects from Accumulated Other Comprehensive Income" ("ASU 2018-02"). This new standard allows a reclassification from accumulated other comprehensive income to retained earnings for stranded tax effects resulting from the Tax Cuts and Jobs Act of 2017. The amendments in ASU 2018-02 affects any entity that is required to apply the provisions of Topic 220, Income Statement—Reporting Comprehensive Income, and has items of other comprehensive income for which the related tax effects are presented in other comprehensive income as required by GAAP. We are currently evaluating the impact of this updated standard, but do not believe this update will have a significant impact on our consolidated financial statements.

In August 2017, the FASB issued Accounting Standards Update No. 2017-12 "Derivatives and Hedging (Topic 815): Targeted Improvements to Accounting for Hedging Activities" ("ASU 2017-12"). This new standard refines and expands hedge accounting for both financial (e.g., interest rate) and commodity risks. Its provisions create more transparency around how economic results are presented, both on the face of the financial statements and in the footnotes, for investors and analysts. ASU 2017-12 is effective for fiscal years, and interim periods within those fiscal years, beginning after December 15, 2018, for public companies. Early adoption is permitted in any interim period or fiscal years before the effective date of the standard. We do not expect the adoption of ASU 2017-12 to have a material effect on our financial position, results of operations or cash flows.

In May 2017, the FASB issued Accounting Standards Update 2017-09, "Compensation—Stock Compensation (Topic 718): Scope of Modification Accounting" ("ASU 2017-09"). This update clarifies and reduces both (i) diversity in practice and (ii) cost and complexity when applying the guidance in Topic 718, to a change to the terms and conditions of a share-based payment award. ASU 2017-09 is effective for financial statements issued for annual periods, and interim periods within those annual periods, beginning after December 15, 2017. Early adoption is permitted. The amendments in this ASU should be applied prospectively to an award modified on or after the adoption date. We are currently evaluating the impact of this updated standard, but do not believe this update will have a significant impact on our consolidated financial statements.

In January 2017, the FASB issued Accounting Standards Update No. 2017-04, "Intangibles—Goodwill and Other (Topic 350): Simplifying the Test for Goodwill Impairment" ("ASU 2017-04"). This update addresses concerns over the cost and complexity of the two-step goodwill impairment test. The amendments in this update remove the second step of the test. An entity will apply a one-step quantitative test and record the amount of goodwill impairment as the excess of a reporting unit's carrying amount over its fair value, not to exceed the total amount of goodwill allocated to the reporting unit. The new guidance does not amend the optional qualitative assessment of goodwill impairment. ASU 2017-04 is effective for financial statements issued for annual periods beginning after December 15, 2019, and interim periods within those annual periods. We do not expect the adoption of ASU 2017-04 to have a material effect on our financial position, results of operations or cash flows.

In January 2017, the FASB issued Accounting Standards Update No. 2017-01, "Business Combinations (Topic 805): Clarifying the Definition of a Business" ("ASU 2017-01"). This update clarifies the definition of a business with the objective of adding guidance to assist entities with evaluating whether transactions should be accounted for as acquisitions (or disposals) of businesses. The amendments in this update provide a screen to determine when a set is not a business. If the screen is not met, it (1) requires that to be considered a business, a set must include, at a minimum, an input and a substantive process that together significantly contribute to the ability to create output and (2) removes the evaluation of whether a market participant could replace the missing elements. ASU 2017-01 is effective for financial statements issued for annual periods beginning after December 15, 2017, and interim periods within those annual periods. We do not expect the adoption of ASU 2017-01 to have a material effect on our financial position, results of operations or cash.

In March 2016, the FASB issued Accounting Standards Update No. 2016-09, "Compensation -Stock Compensation (Topic 718): Improvements to Employee Share-Based Payment Accounting" ("ASU 2016-09"). This update is intended to improve the accounting for employee share-based payments and affects all organizations that issue share-based payment awards to their employees. Several aspects of the accounting for share-based payment award transactions are simplified, including: (a) income tax consequences; (b) classification of awards as either equity or liabilities; and (c) classification on the statement of cash flows. We adopted this ASU as of the beginning of the first quarter of 2017 and have elected to continue to estimate expected forfeitures over the course of a vesting period. Further, this ASU eliminates the requirement to delay the recognition of excess tax benefits until they reduce current taxes payable. The adoption of ASU 2016-09 did not have any material impact on our financial statements.

In February 2016, the FASB issued Accounting Standards Update No. 2016-02, "Leases" ("ASU 2016-02"). ASU 2016-02 requires lessees to recognize the following for all leases (with the exception of short-term leases) at the commencement date: a lease liability, which is a lessee's obligation to make lease payments arising from a lease, measured on a discounted basis; and a right-of-use asset, which is an asset that represents the lessee's right to use, or control the use of, a specified asset for the lease term. Under the new guidance, lessor accounting is largely unchanged. Certain targeted improvements were made to align, where necessary, lessor accounting with the lessee accounting model and Topic 606, "Revenue from Contracts with Customers". The new lease guidance also simplified the accounting for sale and leaseback transactions primarily because lessees must recognize lease assets and lease liabilities. Lessees will no longer be provided with a source of off-balance sheet financing. Lessees (for capital and operating leases) and lessors (for sales-type, direct financing, and operating leases) must apply a modified retrospective transition approach for leases existing at, or entered into after, the beginning of the earliest comparative period presented in the financial statements. The modified retrospective approach would not require any transition accounting for leases that expired before the earliest comparative period presented. Lessees and lessors may not apply a full retrospective transition approach. ASU 2016-02 is effective for financial statements issued for annual periods beginning after December 15, 2018. We are currently assessing the provisions of this guidance and evaluating the timing and impact the guidance will have on our consolidated financial statements and related disclosures. We are also in the process of aggregating lease documentation for review. The adoption of this ASU primarily impacts the balance sheet through the recognition of a right-of-use asset and a lease liability for all leases with terms in excess of 12 months. This guidance is effective January 1, 2019 using a modified retrospective transition approach with early adoption permitted.

In May 2014, the FASB issued ASC Update No. 2014-09, Revenue from Contracts with Customers ("Topic 606"), which has been subsequently updated. The purpose of Update No. 2014-09 is to provide enhancements to the quality and consistency of how revenue is reported while also improving comparability in the financial statements of companies using U.S. GAAP and International Financial Reporting Standards. The core principle requires entities to recognize revenue in a manner that depicts the transfer of goods or services to customers in amounts that reflect the consideration an entity expects to be entitled to in exchange for those goods or services. Topic 606, as amended, becomes effective for annual periods beginning after December 15, 2017. We currently plan to adopt the standard using the "modified retrospective method." Under that method, we will apply the rules to contracts that are not completed as of January 1, 2018, and recognize the cumulative effect of the initial adoption as an adjustment to the opening balance of retained earnings.

We will adopt the guidance relating to Topic 606 using the modified retrospective approach effective January 1, 2018 and expect no adjustment to retained earnings. We will record revenue over time as control is transferred to our customer, due to the stand-ready nature of our services provided. We will adopt the standard through the application of the portfolio approach. To assess the amended guidance and formulate an implementation plan, we read the amended guidance, attended trainings and consulted with external accounting professionals. Collaboratively we identified all major contract types and assessed the potential impact of the amended guidance. We selected a sample of customer contracts to assess under the guidance of the new standard that were characteristically representative of each revenue stream. We then made an additional sample of customer contracts based on size to validate our analysis and conclusions. We do not expect to have any significant changes to the timing of revenue recognition as a result of adopting the new standard. In assessing the impact of adopting the guidance on disclosures, we anticipate to have additional disclosures regarding the disaggregation of revenues by business segment, the presentation and roll forward of

various contract account balances, changes to our accounting policy, as well as other significant judgments and disclosures regarding performance obligations and the implementation of the amended guidance.

Item 7A. Quantitative and Qualitative Disclosures About Market Risk

Currency Rate Fluctuations

As a result of the scope of our Israeli operations, there is currency rate fluctuation risk associated with the exchange rate movement of the U.S. dollar against the New Israeli Shekel (“NIS”). For the year ended December 31, 2017, the U.S. dollar depreciated as compared to the NIS by an average of 7% as compared to December 31, 2016. For the year ended December 31, 2017, expenses generated by our Israeli operations totaled approximately \$59.8 million. During 2017, we hedged our foreign currency risk exposure relating to the NIS. We actively monitor the movement of the U.S. dollar against the NIS, Pound Sterling, Euro, AUS dollar and Japanese Yen and have considered the use of financial instruments, including but not limited to derivative financial instruments, which could mitigate such risk. If we determine that our risk of exposure materially exceeds the potential cost of derivative financial instruments, we may in the future enter in to these types of investments. The functional currency of our wholly-owned Israeli subsidiaries, LivePerson Ltd. (formerly HumanClick Ltd.) and Kasamba Ltd., is the U.S. dollar; the functional currency of our operations in the United Kingdom is the Pound Sterling; the functional currency of our operations in the Netherlands, Germany, France and Italy is the Euro; the functional currency of our operations in Australia is the Australian Dollar; the functional currency of our operations in Japan is the Japanese Yen.

Collection Risk

Our accounts receivable are subject, in the normal course of business, to collection risks. We regularly assess these risks and have established policies and business practices to protect against the adverse effects of collection risks. During 2017, we decreased our allowance for doubtful accounts from \$1.7 million to approximately \$1.3 million, principally due to an increase in write-offs compared to 2016. During 2016, we increased our allowance for doubtful accounts by approximately \$0.5 million to approximately \$1.7 million, principally due to analysis of the accounts receivable aging. A large proportion of receivables are due from larger corporate customers that typically have longer payment cycles. We base our allowance for doubtful accounts on specifically identified credit risks of customers, historical trends and other information that we believe to be reasonable. We adjust our allowance for doubtful accounts when accounts previously reserved have been collected.

Interest Rate Risk

Our investments consist of cash and cash equivalents. Therefore, changes in the market’s interest rates do not affect in any material respect the value of the investments as recorded by us.

Inflation Rate Risk

We do not believe that inflation has had a material effect on our business, financial conditions or results of operations. If our costs were to become subject to significant inflationary pressures, we may not be able to fully offset such higher costs through price increases. Our inability or failure to do so could harm our business, financial condition and results of operations.

Item 8. Consolidated Financial Statements and Supplementary Data

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REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

To the Board of Directors and Stockholders

LivePerson, Inc.

New York, New York

Opinion on the Consolidated Financial Statements

We have audited the accompanying consolidated balance sheets of LivePerson, Inc. and subsidiaries (the “Company”) as of December 31, 2017 and 2016, the related consolidated statements of operations, comprehensive loss, stockholders’ equity and cash flows for each of the three years in the period ended December 31, 2017, and the related notes (collectively referred to as the “consolidated financial statements”). In our opinion, the consolidated financial statements present fairly, in all material respects, the financial position of the Company at December 31, 2017 and 2016, and the results of its operations and its cash flows for each of the three years in the period ended December 31, 2017, in conformity with accounting principles generally accepted in the United States of America.

We also have audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States) (“PCAOB”), the Company’s internal control over financial reporting as of December 31, 2017, based on criteria established in *Internal Control - Integrated Framework (2013)* issued by the Committee of Sponsoring Organizations of the Treadway Commission (“COSO”) and our report dated March 15, 2018 expressed an unqualified opinion thereon.

Basis for Opinion

These consolidated financial statements are the responsibility of the Company’s management. Our responsibility is to express an opinion on the Company’s consolidated financial statements based on our audits. We are a public accounting firm registered with the PCAOB and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audits in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the consolidated financial statements are free of material misstatement, whether due to error or fraud.

Our audits included performing procedures to assess the risks of material misstatement of the consolidated financial statements, whether due to error or fraud, and performing procedures that respond to those risks. Such procedures included examining, on a test basis, evidence regarding the amounts and disclosures in the consolidated financial statements. Our audits also included evaluating the accounting principles used and significant estimates made by management, as well as evaluating the overall presentation of the consolidated financial statements. We believe that our audits provide a reasonable basis for our opinion.

/s/ BDO USA, LLP

We have served as the Company's auditor since 2005.

New York, New York

March 15, 2018

LIVEPERSON, INC.
CONSOLIDATED BALANCE SHEETS
(IN THOUSANDS)

	December 31,	
	2017	2016
ASSETS		
CURRENT ASSETS:		
Cash and cash equivalents	\$ 56,115	\$ 50,889
Cash held as collateral	1,451	3,962
Accounts receivable, net of allowance for doubtful accounts of \$1,318 and \$1,732, in 2017 and 2016, respectively	37,926	31,823
Prepaid expenses and other current assets	7,352	5,477
Total current assets	102,844	92,151
Property and equipment, net	34,705	28,397
Intangibles, net	12,366	16,510
Goodwill	80,531	80,245
Deferred tax assets, net	753	773
Other assets	1,600	1,562
Total assets	\$ 232,799	\$ 219,638
LIABILITIES AND STOCKHOLDERS' EQUITY		
CURRENT LIABILITIES:		
Accounts payable	\$ 5,481	\$ 7,288
Accrued expenses and other current liabilities	48,011	40,250
Deferred revenue	35,563	27,145
Total current liabilities	89,055	74,683
Other liabilities	2,766	3,147
Deferred tax liability	915	3,332
Total liabilities	92,736	81,162
Commitments and contingencies (See Note 9)		
STOCKHOLDERS' EQUITY:		
Common stock	60	58
Additional paid-in capital	305,676	289,524
Treasury stock	(3)	(2)
Accumulated deficit	(163,135)	(144,944)
Accumulated other comprehensive loss	(2,535)	(6,160)
Total stockholders' equity	140,063	138,476
Total liabilities and stockholders' equity	\$ 232,799	\$ 219,638

See notes to consolidated financial statements.

LIVEPERSON, INC.
CONSOLIDATED STATEMENTS OF OPERATIONS
(IN THOUSANDS, EXCEPT SHARE AND PER SHARE DATA)

	Year Ended December 31,		
	2017	2016	2015
Revenue	\$ 218,876	\$ 222,779	\$ 239,012
Costs and expenses: ^{(1) (2) (3)}			
Cost of revenue	58,205	63,161	70,310
Sales and marketing	90,905	89,529	94,728
General and administrative	43,124	43,046	37,171
Product development	40,034	40,198	38,974
Restructuring costs	2,594	2,369	3,384
Amortization of purchased intangibles	1,840	3,885	4,873
Total costs and expenses	236,702	242,188	249,440
Loss from operations	(17,826)	(19,409)	(10,428)
Other income (expense), net	136	(530)	(202)
Loss before provision for income taxes	(17,690)	(19,939)	(10,630)
Provision for income taxes	501	5,934	15,814
Net loss	\$ (18,191)	\$ (25,873)	\$ (26,444)
Net loss per share of common stock:			
Basic	\$ (0.32)	\$ (0.46)	\$ (0.47)
Diluted	\$ (0.32)	\$ (0.46)	\$ (0.47)
Weighted-average shares used to compute net loss income per share:			
Basic	56,358,017	56,063,777	56,452,408
Diluted	56,358,017	56,063,777	56,452,408

⁽¹⁾ Amounts include stock compensation expense, as follows:

Cost of revenue	\$ 448	\$ 429	\$ 1,396
Sales and marketing	2,500	2,515	3,088
General and administrative	3,691	3,304	3,692
Product development	2,305	3,488	3,638

⁽²⁾ Amounts include depreciation expense, as follows:

Cost of revenue	\$ 7,150	\$ 8,234	\$ 9,091
Sales and marketing	1,625	1,315	1,232
General and administrative	1,226	1,418	893
Product development	2,357	1,044	898

⁽³⁾ Amounts include amortization of purchased intangibles, as follows:

Cost of revenue	\$ 2,842	\$ 2,788	\$ 3,167
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See notes to consolidated financial statements.

LIVEPERSON, INC.
CONSOLIDATED STATEMENTS OF COMPREHENSIVE LOSS
(IN THOUSANDS)

	Year Ended December 31,		
	2017	2016	2015
Net loss	\$ (18,191)	\$ (25,873)	\$ (26,444)
Foreign currency translation adjustment	3,625	(3,624)	(1,398)
Comprehensive loss	<u>\$ (14,566)</u>	<u>\$ (29,497)</u>	<u>\$ (27,842)</u>

See notes to consolidated financial statements.

LIVEPERSON, INC.

CONSOLIDATED STATEMENTS OF STOCKHOLDERS' EQUITY
(IN THOUSANDS, EXCEPT SHARE DATA)

	Common Stock		Treasury Stock		Additional Paid-in Capital	Accumulated Deficit	Accumulated Other Comprehensive Loss	Total
	Shares	Amount	Shares	Amount				
Balance at December 31, 2014	56,701,331	\$ 57	(544,396)	\$ (1)	\$ 274,046	\$ (92,627)	\$ (1,138)	\$ 180,337
Common stock issued upon exercise of stock options	645,531	—	—	—	2,904	—	—	2,904
Stock-based compensation	—	—	—	—	11,814	—	—	11,814
Common stock issued under Employee Stock Purchase Plan	170,857	—	—	—	1,497	—	—	1,497
Common stock repurchase	(142,812)	—	(277,360)	—	(4,202)	—	—	(4,202)
Tax benefit from exercise of employee stock options	—	—	—	—	797	—	—	797
Net loss	—	—	—	—	—	(26,444)	—	(26,444)
Other comprehensive loss	—	—	—	—	—	—	(1,398)	(1,398)
Balance at December 31, 2015	57,374,907	57	(821,756)	(1)	286,856	(119,071)	(2,536)	165,305
Common stock issued upon exercise of stock options	324,502	—	—	—	1,806	—	—	1,806
Common stock issued upon vesting of restricted stock units	393,504	1	—	—	—	—	—	1
Stock-based compensation	—	—	—	—	9,736	—	—	9,736
Common stock issued under Employee Stock Purchase Plan	183,534	—	—	—	1,092	—	—	1,092
Common stock repurchase	—	—	(1,518,349)	(1)	(9,966)	—	—	(9,967)
Net loss	—	—	—	—	—	(25,873)	—	(25,873)
Other comprehensive loss	—	—	—	—	—	—	(3,624)	(3,624)
Balance at December 31, 2016	58,276,447	58	(2,340,105)	(2)	289,524	(144,944)	(6,160)	138,476
Common stock issued upon exercise of stock options	853,885	1	—	—	7,490	—	—	7,491
Common stock issued upon vesting of restricted stock units	363,429	1	—	—	—	—	—	1
Stock-based compensation	—	—	—	—	8,944	—	—	8,944
Common stock issued under Employee Stock Purchase Plan	170,208	—	—	—	1,459	—	—	1,459
Common stock repurchase	—	—	(247,430)	(1)	(1,741)	—	—	(1,742)
Net loss	—	—	—	—	—	(18,191)	—	(18,191)
Other comprehensive income	—	—	—	—	—	—	3,625	3,625
Balance at December 31, 2017	59,663,969	\$ 60	(2,587,535)	\$ (3)	\$ 305,676	\$ (163,135)	\$ (2,535)	\$ 140,063

See notes to consolidated financial statements.

LIVEPERSON, INC.
CONSOLIDATED STATEMENTS OF CASH FLOWS
(IN THOUSANDS, EXCEPT SHARE DATA)

	Year Ended December 31,		
	2017	2016	2015
OPERATING ACTIVITIES:			
Net loss	\$ (18,191)	\$ (25,873)	\$ (26,444)
Adjustments to reconcile net loss to net cash provided by operating activities:			
Stock-based compensation expense	8,944	9,736	11,814
Depreciation	12,358	12,011	12,114
Impairment on investments	—	2,600	—
Amortization of tenant allowance	(166)	(180)	—
Amortization of purchased intangibles	4,682	6,673	8,040
Change in fair value of contingent consideration	—	—	(3,680)
Provision for doubtful accounts, net	1,895	1,831	2,361
Deferred income taxes	(2,397)	1,852	14,456
Changes in operating assets and liabilities, net of acquisitions:			
Accounts receivable	(7,998)	(3,265)	(1,368)
Prepaid expenses and other current assets	(1,867)	3,845	724
Other assets	(38)	196	130
Accounts payable	(2,743)	185	(1,916)
Accrued expenses and other current liabilities	7,838	2,982	1,193
Deferred revenue	8,418	13,283	1,869
Other liabilities	(445)	(1,316)	2,538
Net cash provided by operating activities	<u>10,290</u>	<u>24,560</u>	<u>21,831</u>
INVESTING ACTIVITIES:			
Purchases of property and equipment, including capitalized software	(17,390)	(12,344)	(12,980)
Payments for acquisitions and intangible assets, net of cash acquired	(441)	(555)	(150)
Cash held as collateral	2,511	1,447	(5,409)
Net cash used in investing activities	<u>(15,320)</u>	<u>(11,452)</u>	<u>(18,539)</u>
FINANCING ACTIVITIES:			
Repurchase of common stock	(1,742)	(9,967)	(4,202)
Excess tax benefit from the exercise of employee stock options	—	—	797
Payments related to contingent consideration	—	—	(2,883)
Proceeds from issuance of common stock in connection with the exercise of options	8,951	2,899	4,401
Net cash provided by (used in) financing activities	<u>7,209</u>	<u>(7,068)</u>	<u>(1,887)</u>
EFFECT OF FOREIGN EXCHANGE RATE CHANGES ON CASH AND CASH EQUIVALENTS	<u>3,047</u>	<u>(3,954)</u>	<u>(1,974)</u>
CHANGE IN CASH AND CASH EQUIVALENTS	5,226	2,086	(569)
CASH AND CASH EQUIVALENTS - Beginning of the year	50,889	48,803	49,372
CASH AND CASH EQUIVALENTS - End of the year	<u>\$ 56,115</u>	<u>\$ 50,889</u>	<u>\$ 48,803</u>
SUPPLEMENTAL DISCLOSURE OF OTHER CASH FLOW INFORMATION:			
Cash paid for income taxes	<u>\$ 1,551</u>	<u>\$ 424</u>	<u>\$ 1,882</u>
SUPPLEMENTAL DISCLOSURE OF NON CASH INVESTING AND FINANCING ACTIVITIES:			
Purchase of property and equipment recorded in accounts payable	<u>\$ 936</u>	<u>\$ 2,497</u>	<u>\$ 1,926</u>
Leasehold improvements funded by landlord	<u>\$ —</u>	<u>\$ 1,440</u>	<u>\$ 326</u>

See notes to consolidated financial statements.

1. Description of Business and Summary of Significant Accounting Policies

LivePerson, Inc. (the “Company” or “LivePerson”) was incorporated in the State of Delaware in November 1995 and the LivePerson service was introduced in November 1998. In April 2000, the Company completed an initial public offering and is currently traded on the NASDAQ Global Select Market and the Tel Aviv Stock Exchange. LivePerson is headquartered in New York City with an U.S. office in Alpharetta (Georgia) and Mountain View (CA), and international offices in Amsterdam, Berlin, London, Mannheim, Melbourne, Milan, Paris, Ra'anana (Israel), Reading (UK), Tel Aviv (Israel), and Tokyo.

LivePerson provides mobile and online business messaging solutions that power digital communication between brands and consumers. LiveEngage, the Company’s enterprise-class, cloud-based platform, enables businesses and consumers to connect through conversational interfaces, such as in-app and mobile messaging, while leveraging bots and artificial intelligence (AI) to increase efficiency. As consumers have reoriented their digital lives around the smartphone, messaging apps have become their preferred communication channel to connect with each other. LivePerson allows brands to align with this new consumer preference, and deploy messaging at scale for customer care, marketing, and sales, instead of requiring that consumers use email or call a 1-800 number.

LiveEngage was designed to securely deploy messaging, coupled with bots and AI, at scale for brands with tens of millions of customers and many thousands of customer care agents. LiveEngage powers conversations across each of a brand’s primary digital channels, including mobile apps, mobile and desktop web browsers, short message services (SMS), social media and third-party consumer messaging platforms. Brands can also use LiveEngage to message consumers when they dial a 1-800 number instead of having them navigate interactive voice response systems (IVR) and wait on hold. The platform seamlessly integrates with third-party bots, enabling brands to manage both AI- based agents and human agents from a single console.

LivePerson optimizes campaign outcomes for sales and service transaction by combining website visitor data with other historical, behavioral, and operational information to develop insights into each step of a consumer’s journey. LivePerson’s products, coupled with its domain knowledge, industry expertise and consulting services, have been proven to maximize the effectiveness of consumer engagement.

The Company’s primary revenue source is from the sale of LivePerson services to businesses of all sizes. The Company also offers an online marketplace that connects independent service providers (“Experts”) who provide information and knowledge for a fee via real-time chat with individual consumers (“Users”).

Principles of Consolidation

The consolidated financial statements reflect the operations of LivePerson and its wholly-owned subsidiaries. All significant intercompany balances and transactions have been eliminated in consolidation.

Reclassification

For comparability, certain 2015 and 2016 amounts have been reclassified where appropriate, to conform to the financial presentation in 2017.

Use of Estimates

The preparation of the consolidated financial statements in accordance with accounting principles generally accepted in the United States of America (“GAAP”) requires the Company’s management to make a number of estimates and assumptions relating to the reported amounts of assets and liabilities, the disclosure of contingent assets and liabilities at the date of the consolidated financial statements and the reported amounts of revenue and expenses during the period. Significant items subject to such estimates and assumptions include revenue recognition, stock-based compensation, accounts receivable, the valuation of goodwill and intangible assets, income taxes and legal contingencies. Actual results could differ from those estimates.

Concentration of Credit Risk

Financial instruments that potentially subject the Company to significant concentrations of credit risk consist primarily of cash and cash equivalents and accounts receivable which approximate fair value at December 31, 2017 because of the short-term nature of these instruments. The Company invests its cash and cash equivalents with financial institutions that it believes are of high quality, and the Company performs periodic evaluations of these instruments and the relative credit standings of the institutions with which it invests. At certain times, the Company’s cash balances with any one financial institution may exceed Federal Deposit Insurance Corporation insurance limits. The Company believes it mitigates its risk by depositing its cash balances with high credit, quality financial institutions.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

1. Description of Business and Summary of Accounting Policies (Continued)

The Company performs ongoing credit evaluations of its customers' financial condition (except for customers who purchase the LivePerson services by credit card via Internet download) and has established an allowance for doubtful accounts based upon factors surrounding the credit risk of customers, historical trends and other information. Concentration of credit risk is limited due to the Company's large number of customers. No single customer accounted for or exceeded 10% of revenue in 2017, 2016 or 2015. No single customer accounted for or exceeded 10% of the Company's total accounts receivable in 2017 and 2016.

Foreign Currency Translation

The Company's operations are conducted in various countries around the world and the financial statements of its foreign subsidiaries are reported in the applicable foreign currencies (functional currencies). Financial information is translated from the applicable functional currency to the U.S. dollar (the reporting currency) for inclusion in the Company's consolidated financial statements. Income, expenses and cash flows are translated at weighted average exchange rates prevailing during the fiscal period, and assets and liabilities are translated at fiscal period-end exchange rates. Resulting translation adjustments are included as a component of accumulated other comprehensive income (loss) in stockholders' equity. Foreign exchange transaction gain or losses are included in Other Income, net in the accompanying consolidated statements of operations.

Cash and Cash Equivalents

The Company considers all highly liquid securities with original maturities of 3 months or less when acquired to be cash equivalents. Cash equivalents, which primarily consist of money market funds, are recorded at cost, which approximates fair value.

Accounts Receivable

Accounts receivable are recorded at the invoiced amount and do not bear interest. The allowance for doubtful accounts is the Company's best estimate of the amount of probable credit losses in the Company's existing accounts receivable. The Company determines the allowance based on historical write-off experience. The Company reviews its allowance for doubtful accounts monthly. Past due balances over 90 days and over a specified amount are reviewed individually for collectability. All other balances are reviewed on a pooled basis. Account balances are charged off against the allowance after all means of collection have been exhausted and the potential for recovery is considered remote. The Company does not have any off-balance sheet credit exposure related to its customers. The activity in the allowance for doubtful accounts is as follows (amounts in thousands):

Year Ended December 31,	Beginning Balance	Additions Charged to Costs and Expenses	Deductions / Write-Offs	Ending Balance
2015	\$ 1,275	\$ 2,361	\$ (2,452)	\$ 1,184
2016	\$ 1,184	\$ 1,831	\$ (1,283)	\$ 1,732
2017	\$ 1,732	\$ 1,895	\$ (2,309)	\$ 1,318

Property and Equipment

Property and equipment are stated at cost, net of accumulated depreciation. Depreciation is calculated using the straight-line method over the estimated useful lives of the related assets, generally three to five years for equipment and software. Leasehold improvements are depreciated using the straight-line method over the shorter of the lease term or the estimated useful life of the asset. Depreciation expense, which includes depreciation of internal use software totaled \$12.4 million, \$12.0 million, and \$12.1 million for the years ended December 31, 2017, 2016 and 2015, respectively.

Internal-Use Software Development Costs

In accordance with the Financial Accounting Standards Board ("FASB") Accounting Standards Codification ("ASC") 350-40, Internal-Use Software, the Company capitalizes its costs to develop its internal use software when preliminary development efforts are successfully completed, management has authorized and committed project funding, and it is probable that the project will be completed and the software will be used as intended. These costs are included in property and equipment in the Company's consolidated balance sheets and are amortized on a straight-line basis over the estimated useful life of the related asset, which approximates three years. Costs incurred prior to meeting these criteria, together with costs incurred for training and maintenance, are expensed as incurred.

The Company capitalized internal-use software costs of \$8.3 million, \$3.7 million, and \$2.4 million for the years ended December 31, 2017, 2016 and 2015, respectively.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

1. Description of Business and Summary of Accounting Policies (Continued)**Goodwill and Intangible Assets**

The Company records goodwill when the consideration paid in a business combination exceeds the fair value of the net tangible assets and the identified intangible assets acquired. Goodwill is not amortized, but instead is required to be tested for impairment annually and whenever events or changes in circumstances indicate that the carrying value of goodwill may exceed its fair value.

The Company performs testing for impairment of goodwill in its third quarter, or as events occur or circumstances change that would more likely than not reduce the fair value of the Company's reporting units below their carrying amounts. A qualitative assessment is first made to determine whether it is necessary to perform the two-step quantitative goodwill impairment test. This initial qualitative assessment includes, among other things, consideration of: (i) market capitalization of the Company, (ii) past, current and projected future earnings and equity; (iii) recent trends and market conditions; and (iv) valuation metrics involving similar companies that are publicly-traded and acquisitions of similar companies, if available. If this initial qualitative assessment indicates that it is more likely than not that impairment exists, a second analysis will be performed, involving a comparison between the estimated fair values of the Company's reporting unit with its respective carrying amount including goodwill. If the carrying value exceeds estimated fair value, there is an indication of potential impairment, and a third analysis is performed to measure the amount of impairment. The third analysis involves calculating an implied fair value of goodwill by measuring the excess of the estimated fair value of the reporting unit over the aggregate estimated fair values of the individual assets less liabilities. If the carrying value of goodwill exceeds the implied fair value of goodwill, an impairment charge is recorded for the excess.

Intangible assets with estimable useful lives are amortized over their respective estimated useful lives to their estimated residual values, and reviewed for impairment in accordance with ASC 360-10-35, "Accounting for Impairment or Disposal of Long-Lived Assets."

The Company evaluates for goodwill impairment annually at September 30th and at the end of the third quarter of 2017, 2016, and 2015, the Company determined that it was not more-likely that the fair value of the reporting units is less than their carrying amount. Accordingly, the Company did not perform the two-step goodwill impairment test on both the Company's Business and Consumer segments. The Company assessed qualitative facts while summarizing the totality of events and circumstances and considered the extent to which adverse events or circumstances could affect the reporting unit's fair value as well as the consideration of positive and mitigating events and circumstances that would affect the determination of whether it was more likely than not that the fair value of a reporting unit is less than its carrying amount.

Impairment of Long-Lived Assets

In accordance with ASC 360-10, "Accounting for the Impairment or Disposal of Long-lived Assets," long-lived assets, such as property, plant and equipment and purchased intangibles subject to amortization are reviewed for impairment whenever events or changes in circumstances indicate that the carrying value of an asset may not be recoverable. The amount of any impairment is measured as the difference between the carrying value and the fair value of the impaired asset. During the year ended December 31, 2016, the Company determined certain long-lived assets related to the legacy platform and purchased intangibles of technology licenses to be impaired. The net book value of these assets, of approximately \$0.2 million and \$2.6 million, was included in restructuring costs and general and administrative expenses, respectively.

Revenue Recognition

The majority of the Company's revenue is generated from monthly service revenues and related professional services from the sale of the LivePerson services. Because the Company provides its application as a service, the Company follows the provisions of FASB Accounting Standards Codification ("ASC") 605-10-S99, "Revenue Recognition" and ASC 605-25, "Revenue Recognition with Multiple-Element Arrangements." The Company charges a monthly, quarterly or annual fee, which varies by type of service, the level of customer usage and website traffic, and in some cases, the number of orders placed via the Company's online engagement solutions.

For certain of the Company's larger customers, the Company may provide call center labor through an arrangement with one or more of several qualified vendors. For most of these customers, the Company passes the fee it incurs with the labor provider and its fee for the hosted services through to its customers in the form of a fixed fee for each order placed via the Company's online engagement solutions. For these Pay for Performance ("PFP") arrangements, in accordance with ASC 605-45, "Principal Agent Considerations," the Company records revenue for transactions in which it acts as an agent on a net basis, and revenue for transactions in which it acts as a principal on a gross basis.

The Company also sells certain of the LivePerson services directly via Internet download. These services are marketed as LiveEngage for small to medium-sized businesses ("SMBs"), and are paid for almost exclusively by credit card. Credit card

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

1. Description of Business and Summary of Accounting Policies (Continued)

payments accelerate cash flow and reduce the Company's collection risk, subject to the merchant bank's right to hold back cash pending settlement of the transactions. Sales of LiveEngage may occur with or without the assistance of an online sales representative, rather than through face-to-face or telephone contact that is typically required for traditional direct sales.

The Company recognizes monthly service revenue based upon the fee charged for the LivePerson services, provided that there is persuasive evidence of an arrangement, no significant Company obligations remain, collection of the resulting receivable is probable and the amount of fees to be paid is fixed or determinable. The Company's service agreements typically have 12 month terms and, in some cases, are terminable or may terminate upon 30 to 90 days' notice without penalty. When professional service fees add value to the customer on a standalone basis, the Company recognizes professional service fees upon completion of services and customer acceptance. This guidance establishes a selling price hierarchy for determining the selling price of a deliverable, which is based on: (a) vendor-specific objective evidence; (b) third-party evidence; or (c) best estimated selling price. If a professional services arrangement does not qualify for separate accounting, the Company recognizes the fees, and the related labor costs, ratably over the contracted period.

For revenue from our Consumer segment generated from online transactions between Experts and Users, the Company recognizes revenue net of the Expert fees in accordance with ASC 605-45, "Principal Agent Considerations," due primarily to the fact that the Expert is the primary obligor. Additionally, the Company performs as an agent without any risk of loss for collection, and is not involved in selecting the Expert or establishing the Expert's fee. The Company collects a fee from the User and retains a portion of the fee, and then remits the balance to the Expert. Revenue from these transactions is recognized when there is persuasive evidence of an arrangement, no significant Company obligations remain, collection of the resulting receivable is probable and the amount of fees to be paid is fixed and determinable.

Advertising Costs

The Company expenses the cost of advertising and promoting its services as incurred in the sales and marketing expense on the consolidated statement of operations. Such costs totaled approximately \$15.8 million, \$10.9 million, and \$10.7 million for the years ended December 31, 2017, 2016 and 2015, respectively.

Stock-based Compensation

In accordance with ASC Topic 718 -10, "Stock Compensation", the Company measures stock based awards at fair value and recognizes compensation expense for all share-based payment awards made to its employees and directors, including employee stock options.

The Company estimates the fair value of stock options granted using the Black-Scholes valuation model. This model requires the Company to make estimates and assumptions including, among other things, estimates regarding the length of time an employee will retain vested stock options before exercising them, the estimated volatility of its common stock price and the number of options that will be forfeited prior to vesting. The fair value is then recognized on a straight line basis over the requisite service period of the award, which is generally four years. Changes in these estimates and assumptions can materially affect the determination of the fair value of the stock-based compensation and consequently, the related amount recognized in the consolidated statement of operations.

Deferred Rent

The Company records rent expense on a straight-line basis over the term of the related lease. The difference between the rent expense recognized for financial reporting purposes and the actual payments made in accordance with the lease agreement is recognized as deferred rent liability included in other liabilities on the Company's consolidated balance sheets.

Income Taxes

Income taxes are accounted for under the asset and liability method. Under this method, deferred tax assets and liabilities are recognized for the future tax consequences attributable to differences between the financial statement carrying amounts of existing assets and liabilities and their respective tax bases and operating loss and tax credit carryforwards. Deferred tax assets and liabilities are measured using enacted tax rates expected to apply to taxable income in the years in which those temporary differences are expected to be recovered or settled. The effect on deferred tax assets and liabilities of a change in tax rates is recognized in results of operations in the period that the tax change occurs. Valuation allowances are established, when necessary, to reduce deferred tax assets to the amount expected to be realized.

1. Description of Business and Summary of Accounting Policies (Continued)**Comprehensive Loss**

In accordance with ASC 220, "Comprehensive Income", the Company reports by major components and as a single total, the change in its net assets during the period from non-owner sources. Comprehensive income (loss) consists of net income (loss), and accumulated other comprehensive income (loss), which includes certain changes in equity that are excluded from net income (loss). The Company's comprehensive loss for all periods presented is related to the effect of foreign currency translation.

Recently Issued Accounting Standards

In February 2018, the Financial Accounting Standards Board ("FASB") issued Accounting Standards Update No. 2018-02 "Income Statement—Reporting Comprehensive Income (Topic 220): Reclassification of Certain Tax Effects from Accumulated Other Comprehensive Income" ("ASU 2018-02"). This new standard allows a reclassification from accumulated other comprehensive income to retained earnings for stranded tax effects resulting from the Tax Cuts and Jobs Act of 2017. The amendments in ASU 2018-02 affects any entity that is required to apply the provisions of Topic 220, Income Statement-Reporting Comprehensive Income, and has items of other comprehensive income for which the related tax effects are presented in other comprehensive income as required by GAAP. The Company is currently evaluating the impact of this updated standard, but does not believe this update will have a significant impact on its consolidated financial statements.

In August 2017, the FASB issued Accounting Standards Update No. 2017-12 "Derivatives and Hedging (Topic 815): Targeted Improvements to Accounting for Hedging Activities" ("ASU 2017-12"). This new standard refines and expands hedge accounting for both financial (e.g., interest rate) and commodity risks. Its provisions create more transparency around how economic results are presented, both on the face of the financial statements and in the footnotes, for investors and analysts. ASU 2017-12 is effective for fiscal years, and interim periods within those fiscal years, beginning after December 15, 2018, for public companies. Early adoption is permitted in any interim period or fiscal years before the effective date of the standard. The Company does not expect the adoption of ASU 2017-12 to have a material effect on its financial position, results of operations or cash flows.

In May 2017, FASB issued Accounting Standards Update No. 2017-09, "Compensation-Stock Compensation (Topic 718): Scope of Modification Accounting" ("ASU 2017-09"). This update clarifies and reduces both (i) diversity in practice and (ii) cost and complexity when applying the guidance in Topic 718, to a change to the terms and conditions of a share-based payment award. ASU 2017-09 is effective for financial statements issued for annual periods, and interim periods within those annual periods, beginning after December 15, 2017. Early adoption is permitted. The amendments in this ASU should be applied prospectively to an award modified on or after the adoption date. The Company is currently evaluating the impact of this updated standard, but does not believe this update will have a significant impact on its consolidated financial statements.

In January 2017, FASB issued Accounting Standards Update No. 2017-04, "Intangibles —Goodwill and Other (Topic 350): Simplifying the Test for Goodwill Impairment" ("ASU 2017-04"). This update addresses concerns over the cost and complexity of the two-step goodwill impairment test. The amendments in this update remove the second step of the test. An entity will apply a one-step quantitative test and record the amount of goodwill impairment as the excess of a reporting unit's carrying amount over its fair value, not to exceed the total amount of goodwill allocated to the reporting unit. The new guidance does not amend the optional qualitative assessment of goodwill impairment. ASU 2017-04 is effective for financial statements issued for annual periods beginning after December 15, 2019, and interim periods within those annual periods. The Company does not expect the adoption of ASU 2017-04 to have a material effect on its financial position, results of operations or cash flows.

In January 2017, the FASB issued Accounting Standards Update No. 2017-01, "Business Combinations (Topic 805): Clarifying the Definition of a Business" ("ASU 2017-01"). This update clarifies the definition of a business with the objective of adding guidance to assist entities with evaluating whether transactions should be accounted for as acquisitions (or disposals) of businesses. The amendments in this update provide a screen to determine when a set is not a business. If the screen is not met, it (1) requires that to be considered a business, a set must include, at a minimum, an input and a substantive process that together significantly contribute to the ability to create output and (2) removes the evaluation of whether a market participant could replace the missing elements. ASU 2017-01 is effective for financial statements issued for annual periods beginning after December 15, 2017, and interim periods within those annual periods. The Company does not expect the adoption of ASU 2017-01 to have a material effect on its financial position, results of operations or cash flows.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

1. Description of Business and Summary of Accounting Policies (Continued)

In March 2016, the FASB issued Accounting Standards Update No. 2016-09, "Compensation -Stock Compensation (Topic 718): Improvements to Employee Share-Based Payment Accounting" ("ASU 2016-09"). This update is intended to improve the accounting for employee share-based payments and affects all organizations that issue share-based payment awards to their employees. Several aspects of the accounting for share-based payment award transactions are simplified, including: (a) income tax consequences; (b) classification of awards as either equity or liabilities; and (c) classification on the statement of cash flows. The Company adopted this ASU as of the beginning of the first quarter of 2017 and has elected to continue to estimate expected forfeitures over the course of a vesting period. Further, the ASU eliminates the requirement to delay the recognition of excess tax benefits until they reduce current taxes payable. The adoption of ASU 2016-09 did not have any material impact on the Company's financial statements.

In February 2016, the FASB issued Accounting Standards Update No. 2016-02, "Leases" ("ASU 2016-02"). ASU 2016-02 requires lessees to recognize the following for all leases (with the exception of short-term leases) at the commencement date: a lease liability, which is a lessee's obligation to make lease payments arising from a lease, measured on a discounted basis; and a right-of-use asset, which is an asset that represents the lessee's right to use, or control the use of, a specified asset for the lease term. Under the new guidance, lessor accounting is largely unchanged. Certain targeted improvements were made to align, where necessary, lessor accounting with the lessee accounting model and Topic 606, "Revenue from Contracts with Customers". The new lease guidance also simplified the accounting for sale and leaseback transactions primarily because lessees must recognize lease assets and lease liabilities. Lessees will no longer be provided with a source of off-balance sheet financing. Lessees (for capital and operating leases) and lessors (for sales-type, direct financing, and operating leases) must apply a modified retrospective transition approach for leases existing at, or entered into after, the beginning of the earliest comparative period presented in the financial statements. The modified retrospective approach would not require any transition accounting for leases that expired before the earliest comparative period presented. Lessees and lessors may not apply a full retrospective transition approach. ASU 2016-02 is effective for financial statements issued for annual periods beginning after December 15, 2018. The Company is currently assessing the provisions of this guidance and evaluating the timing and impact the guidance will have on its consolidated financial statements and related disclosures. The Company is also in the process of aggregating lease documentation for review. The adoption of this ASU primarily impacts the balance sheet through the recognition of a right-of-use asset and a lease liability for all leases with terms in excess of 12 months. This guidance is effective January 1, 2019 using a modified retrospective transition approach with early adoption permitted.

In May 2014, the FASB issued ASC 2014-09, Revenue from Contracts with Customers ("Topic 606"). The purpose of Update No. 2014-09 is to provide enhancements to the quality and consistency of how revenue is reported while also improving comparability in the financial statements of companies using U.S. GAAP and International Financial Reporting Standards. The core principle requires entities to recognize revenue in a manner that depicts the transfer of goods or services to customers in amounts that reflect the consideration an entity expects to be entitled to in exchange for those goods or services. Topic 606, becomes effective for annual periods beginning after December 15, 2017. The Company currently plans to adopt the standard using the "modified retrospective method." Under that method, the Company will apply the rules to contracts that are not completed as of January 1, 2018, and recognize the cumulative effect of the initial adoption as an adjustment to the opening balance of retained earnings.

The Company will adopt the guidance relating to Topic 606 using the modified retrospective approach effective January 1, 2018 and will expect no adjustment to retained earnings. The Company will record revenue over time as control is transferred to the customer, due to the stand-ready nature of our services provided. The Company will adopt the standard through the application of the portfolio approach. To assess the amended guidance and formulate an implementation plan, the Company has read the amended guidance, attended trainings and consulted with external accounting professionals. Collaboratively the Company has identified all major contract types and assessed the potential impact of the amended guidance. The Company has selected a sample of customer contracts to assess under the guidance of the new standard that were characteristically representative of each revenue stream. The Company then made an additional sample of customer contracts based on size to validate its analysis and conclusions. The Company does not expect to have any significant changes to the timing of revenue recognition as a result of adopting the new standard. In assessing the impact of adopting the guidance on disclosures, the Company anticipates to have additional disclosures regarding the disaggregation of revenues by business segment, the presentation and roll forward of various contract account balances, changes to its accounting policy, as well as other significant judgments and disclosures regarding performance obligations and the implementation of the amended guidance.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

2. Net Loss per Share

The Company calculates earnings per share (“EPS”) in accordance with the provisions of ASC 260-10 and the guidance of SEC Staff Accounting Bulletin (“SAB”) No. 98. Under ASC 260-10, basic EPS excludes dilution for common stock equivalents and is computed by dividing net income or loss attributable to common shareholders by the weighted average number of common shares outstanding for the period. All options, warrants or other potentially dilutive instruments issued for nominal consideration are required to be included in the calculation of basic and diluted net income attributable to common stockholders. Diluted EPS is calculated using the treasury stock method and reflects the potential dilution that could occur if securities or other contracts to issue common stock were exercised or converted into common stock and resulted in the issuance of common stock.

Diluted net loss per common share for the year ended December 31, 2017 does not include the effect of options to purchase 8,831,798 shares of common stock awards as the effect of their inclusion is anti-dilutive. Diluted net income per common share for the year ended December 31, 2016 does not include the effect of options to purchase 8,956,932 shares of common stock awards as the effect of their inclusion is anti-dilutive. Diluted net income per common share for the year ended December 31, 2015 does not include the effect of options to purchase 10,345,356 shares of common stock awards as the effect of their inclusion is anti-dilutive.

A reconciliation of shares used in calculating basic and diluted earnings per share follows:

	Year Ended December 31,		
	2017	2016	2015
Basic	56,358,017	56,063,777	56,452,408
Effect of assumed exercised options	—	—	—
Diluted	<u>56,358,017</u>	<u>56,063,777</u>	<u>56,452,408</u>

3. Segment Information

The Company accounts for its segment information in accordance with the provisions of ASC 280-10, “Segment Reporting.” ASC 280-10 establishes annual and interim reporting standards for operating segments of a company. ASC 280-10 requires disclosures of selected segment-related financial information about products, major customers, and geographic areas based on the Company’s internal accounting methods. The Company is organized into two operating segments for purposes of making operating decisions and assessing performance. The Business segment facilitates real-time online interactions — chat, voice and content delivery across multiple channels and screens for global corporations of all sizes. The Consumer segment facilitates online transactions between Experts and Users and sells its services to consumers. The chief operating decision-maker evaluates performance, makes operating decisions, and allocates resources based on the operating income of each segment. The reporting segments follow the same accounting policies used in the preparation of the Company’s consolidated financial statements which are described in the summary of significant accounting policies. The Company allocates cost of revenue, sales and marketing and amortization of purchased intangibles to the segments, but it does not allocate product development expenses, general and administrative expenses and income tax expense because management does not use this information to measure performance of the operating segments. There are currently no intersegment sales. Additionally, assets are not available for review by segment and therefore no segment asset disclosure is presented.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

3. Segment Information - (Continued)

Summarized financial information by segment for the year ended December 31, 2017, based on the Company's internal financial reporting system utilized by the Company's chief operating decision maker, follows (amounts in thousands):

	Business	Consumer	Corporate	Consolidated
Revenue:				
Hosted services – Business	\$ 178,686	\$ —	\$ —	\$ 178,686
Hosted services – Consumer	—	17,450	—	17,450
Professional services	22,740	—	—	22,740
Total revenue	201,426	17,450	—	218,876
Cost of revenue	54,600	3,605	—	58,205
Sales and marketing	82,420	8,485	—	90,905
Amortization of purchased intangibles	1,840	—	—	1,840
Unallocated corporate expenses	—	—	85,752	85,752
Operating income (loss)	<u>\$ 62,566</u>	<u>\$ 5,360</u>	<u>\$ (85,752)</u>	<u>\$ (17,826)</u>

Summarized financial information by segment for the year ended December 31, 2016, based on the Company's internal financial reporting system utilized by the Company's chief operating decision maker, follows (amounts in thousands):

	Business	Consumer	Corporate	Consolidated
Revenue:				
Hosted services – Business	\$ 183,551	\$ —	\$ —	\$ 183,551
Hosted services – Consumer	—	16,258	—	16,258
Professional services	22,970	—	—	22,970
Total revenue	206,521	16,258	—	222,779
Cost of revenue	60,352	2,809	—	63,161
Sales and marketing	82,063	7,466	—	89,529
Amortization of purchased intangibles	3,885	—	—	3,885
Unallocated corporate expenses	—	—	85,613	85,613
Operating income (loss)	<u>\$ 60,221</u>	<u>\$ 5,983</u>	<u>\$ (85,613)</u>	<u>\$ (19,409)</u>

Summarized financial information by segment for the year ended December 31, 2015, based on the Company's internal financial reporting system utilized by the Company's chief operating decision maker, follows (amounts in thousands):

	Business	Consumer	Corporate	Consolidated
Revenue:				
Hosted services – Business	\$ 200,576	\$ —	\$ —	\$ 200,576
Hosted services – Consumer	—	15,209	—	15,209
Professional services	23,227	—	—	23,227
Total revenue	223,803	15,209	—	239,012
Cost of revenue	67,901	2,409	—	70,310
Sales and marketing	87,975	6,753	—	94,728
Amortization of purchased intangibles	4,873	—	—	4,873
Unallocated corporate expenses	—	—	79,529	79,529
Operating income (loss)	<u>\$ 63,054</u>	<u>\$ 6,047</u>	<u>\$ (79,529)</u>	<u>\$ (10,428)</u>

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

3. Segment Information - (Continued)

Geographic Information

The Company is domiciled in the United States and has international operations in the United Kingdom, Asia-Pacific, Latin America and Western Europe, particularly France and Germany. The following table presents the Company's revenues attributable to domestic and foreign operations for the years ended (amounts in thousands):

	December 31,		
	2017	2016	2015
United States	\$ 137,433	\$ 146,733	\$ 159,539
Other Americas ⁽¹⁾	6,987	6,818	12,296
Total Americas	144,420	153,551	171,835
EMEA ^{(2) (4)}	56,310	50,511	51,548
APAC ⁽³⁾	18,146	18,717	15,629
Total revenue	\$ 218,876	\$ 222,779	\$ 239,012

⁽¹⁾ Canada, Latin America and South America

⁽²⁾ Europe, the Middle East and Africa ("EMEA")

⁽³⁾ Asia-Pacific ("APAC")

⁽⁴⁾ Includes revenue from the United Kingdom of \$38.9 million, \$35.3 million, and \$38.2 million for the twelve months ended December 31, 2017, 2016, and 2015, respectively.

The following table presents the Company's long-lived assets by geographic region for the years ended (amounts in thousands):

	December 31,	
	2017	2016
United States	\$ 95,716	\$ 93,845
Israel	13,079	13,940
Australia	9,504	9,496
Netherlands	8,363	7,495
Other ⁽¹⁾	3,293	2,711
Total long-lived assets	\$ 129,955	\$ 127,487

⁽¹⁾ United Kingdom, Germany, Japan, France, and Italy

4. Property and Equipment

The following table presents the detail of property and equipment for the periods presented (amounts in thousands):

	December 31,	
	2017	2016
Computer equipment and software	\$ 100,815	\$ 82,477
Furniture, equipment and building improvements	15,355	15,027
	116,170	97,504
Less: accumulated depreciation	(81,465)	(69,107)
Total	\$ 34,705	\$ 28,397

In accordance with its policy, the Company reviews the estimated useful lives of its fixed assets on an ongoing basis. This review indicated that the actual lives of certain co-location assets were longer than the estimated useful lives used for depreciation purposes in the Company's financial statements. As a result, effective August 1, 2016, the Company changed its estimates of the useful lives of its co-location assets to better reflect the estimated periods during which these assets will remain in service. The estimated useful lives of the co-location assets that previously averaged three years were increased to an average of four years. The effect of this change in estimate was to reduce depreciation expense and net loss by \$1.4 million and \$1.0

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

4. Property and Equipment - (Continued)

million and decrease basic and diluted loss per share by \$0.02 for the twelve months ended December 31, 2017 and December 31, 2016, respectively. Aggregate depreciation expense for property and equipment was \$12.4 million, \$12.0 million and \$12.1 million for the years ended December 31, 2017, 2016, and 2015, respectively.

5. Goodwill and Intangible Assets**Goodwill**

The changes in the carrying amount of goodwill for the year ended December 31, 2017 are as follows (amounts in thousands):

	Business	Consumer	Total
Balance as of December 31, 2016	\$ 72,221	\$ 8,024	\$ 80,245
Adjustments to goodwill:			
Foreign exchange adjustments	286	—	286
Balance as of December 31, 2017	<u>\$ 72,507</u>	<u>\$ 8,024</u>	<u>\$ 80,531</u>

The changes in the carrying amount of goodwill for the year ended December 31, 2016 are as follows (amounts in thousands):

	Business	Consumer	Total
Balance as of December 31, 2015	\$ 72,298	\$ 8,024	\$ 80,322
Adjustments to goodwill:			
Foreign exchange adjustments	(77)	—	(77)
Balance as of December 31, 2016	<u>\$ 72,221</u>	<u>\$ 8,024</u>	<u>\$ 80,245</u>

The total accumulated goodwill impairment charges are \$23.5 million through December 31, 2017. No impairment was recognized for the years ended December 31, 2017, 2016, and 2015.

Intangible Assets

Intangible assets are summarized as follows (see Note 7) (amounts in thousands):

	December 31, 2017			
	Gross Carrying Amount	Accumulated Amortization	Net Carrying Amount	Weighted Average Amortization Period
Amortizing intangible assets:				
Technology	\$ 28,259	\$ (22,575)	\$ 5,684	5.3 years
Customer relationships	15,857	(10,336)	5,521	8.0 years
Trade names	1,300	(1,294)	6	2.1 years
Non-compete agreements	1,450	(1,450)	—	2.3 years
Patents	1,621	(493)	1,128	13.1 years
Other	262	(235)	27	2.7 years
Total	<u>\$ 48,749</u>	<u>\$ (36,383)</u>	<u>\$ 12,366</u>	

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

5. Goodwill and Intangible Assets - (Continued)

	December 31, 2016			
	Gross Carrying Amount	Accumulated Amortization	Net Carrying Amount	Weighted Average Amortization Period
Amortizing intangible assets:				
Technology	\$ 28,018	\$ (19,736)	\$ 8,282	5.3 years
Customer relationships	16,009	(8,857)	7,152	8.0 years
Trade names	1,295	(1,277)	18	2.1 years
Non-compete agreements	1,446	(1,220)	226	2.3 years
Patents	1,180	(376)	804	12.4 years
Other	263	(235)	28	2.7 years
Total	<u>\$ 48,211</u>	<u>\$ (31,701)</u>	<u>\$ 16,510</u>	

Amortization expense is calculated over the estimated useful life of the asset. Aggregate amortization expense for intangible assets was \$4.7 million, \$6.7 million and \$8.0 million for the years ended December 31, 2017, 2016 and 2015, respectively. For the years ended December 31, 2017, 2016 and 2015, a portion of this amortization is included in cost of revenue. Estimated amortization expense for the next five years are as follows (amounts in thousands):

	Estimated Amortization Expense
2018	\$ 2,602
2019	2,394
2020	2,205
2021	1,988
2022	1,645
Thereafter	1,532
Total	<u>\$ 12,366</u>

6. Accrued Liabilities and Other Current Liabilities

The following table presents the detail of accrued liabilities and other current liabilities for the periods presented (amounts in thousands):

	December 31,	
	2017	2016
Payroll and other employee related costs	\$ 16,431	\$ 13,887
Professional services, consulting and other vendor fees	15,674	14,559
Unrecognized tax benefits	4,924	4,240
Sales commissions	5,259	3,312
Contingent earn-out (Note 7)	—	210
Restructuring	2,338	2,551
Other	3,385	1,491
Total	<u>\$ 48,011</u>	<u>\$ 40,250</u>

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

7. Fair Value Measurements

The Company measures its cash equivalents at fair value based on an expected exit price as defined by the authoritative guidance on fair value measurements, which represents the amount that would be received on the sale of an asset or paid to transfer a liability, as the case may be, in an orderly transaction between market participants. As such, fair value may be based on assumptions that market participants would use in pricing an asset or liability. The authoritative guidance on fair value measurements establishes a consistent framework for measuring fair value on either a recurring or nonrecurring basis whereby inputs, used in valuation techniques, are assigned a hierarchical level. The following are the hierarchical levels of inputs to measure fair value:

- Level 1: Observable inputs that reflect quoted prices (unadjusted) for identical assets or liabilities in active markets.
- Level 2: Inputs reflect: quoted prices for identical assets or liabilities in markets that are not active; quoted prices for similar assets or liabilities in active markets; inputs other than quoted prices that are observable for the assets or liabilities; or inputs that are derived principally from or corroborated by observable market data by correlation or other means.
- Level 3: Unobservable inputs reflecting the Company's assumptions incorporated in valuation techniques used to determine fair value. These assumptions are required to be consistent with market participant assumptions that are reasonably available.

Financial Assets and Liabilities

The carrying amount of cash, accounts receivable, and accounts payable approximate their fair value due to their short-term nature. The Company's assets and liabilities that are measured at fair value on a recurring basis, by level, within the fair value hierarchy as of December 31, 2017 and December 31, 2016, are summarized as follows (amounts in thousands). The Company's restricted cash balance of \$1.5 million at December 31, 2017 and \$4.0 million at December 31, 2016 is not held in a money market account and is not included in the following table.

	December 31, 2017				December 31, 2016			
	Level 1	Level 2	Level 3	Total	Level 1	Level 2	Level 3	Total
Assets:								
Cash equivalents:								
Money market funds	\$ 2,806	\$ —	\$ —	\$ 2,806	\$ 3,076	\$ —	\$ —	\$ 3,076
Foreign currency derivative contracts	—	65	—	65	—	108	—	108
Total assets	\$ 2,806	\$ 65	\$ —	\$ 2,871	\$ 3,076	\$ 108	\$ —	\$ 3,184
Liabilities:								
Contingent earn-out	\$ —	\$ —	—	\$ —	\$ —	\$ —	\$ 210	\$ 210
Foreign currency derivative contracts	—	2	—	2	—	66	—	66
Total liabilities	\$ —	\$ 2	\$ —	\$ 2	\$ —	\$ 66	\$ 210	\$ 276

In determining fair value, the Company utilizes valuation techniques that maximize the use of observable inputs and minimize the use of unobservable inputs to the extent possible as well as considers counterparty credit risk in its assessment of fair value. Observable or market inputs reflect market data obtained from independent sources, while unobservable inputs reflect the Company's assumptions based on the best information available.

The Company's money market funds are measured at fair value on a recurring basis based on quoted market prices in active markets and are classified as level 1 within the fair value hierarchy. The Company's contingent earn-out liability and foreign currency derivative contracts are measured at fair value on a recurring basis and are classified as level 3 and level 2, respectively, within the fair value hierarchy. On a nonrecurring basis, the Company uses fair value measures when analyzing asset impairment. Long-lived tangible assets are reviewed for impairment whenever events or changes in circumstances indicate that the carrying amount of an asset may not be recoverable. If it is determined such indicators are present and the review indicates that the assets will not be fully recoverable, based on undiscounted estimated cash flows over the remaining amortization periods, their carrying values are reduced to estimated fair value. The Company uses an income approach and inputs that constitute level 3. During the third quarter of each year, the Company evaluates goodwill for impairment at the reporting unit level. The Company uses qualitative factors in accordance with ASU No. 2011-08 to determine whether it is "more likely than not" that the fair value of a reporting

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

7. Fair Value Measurements - (continued)

unit is less than its carrying amount as a basis for determining whether it is necessary to perform the two-step goodwill impairment test. This measurement is classified based on level 3 input.

During the twelve months ended December 31, 2016, the final payment of \$0.2 million was made in connection with contingent earnout recorded as a result of the acquisition of CAO!, based on the achievement of certain targeted financial, strategic, and integration objectives. As of December 31, 2016, there was \$0.2 million of contingent earnout relating to the acquisition of Synchronite, based on the fulfillment of a complete product integration and a minimum number of “Co-Browse” interactions per month. During the twelve months ended December 31, 2017, the contingent earnout relating to Synchronite was fully paid, and therefore, there was no remaining contingent earn-out as of December 31, 2017.

The changes in fair value of the Level 3 liabilities are as follows (amounts in thousands):

	Contingent Earn-Out	
	December 31,	
	2017	2016
Balance, Beginning of year	\$ 210	\$ 377
Cash payment	(210)	(167)
Balance, End of year	\$ —	\$ 210

Derivative Financial Instruments

The Company is exposed to foreign exchange risks that are managed in part by using derivative financial instruments. The Company enters into foreign currency forward contracts related to risks associated with foreign operations. The Company does not use derivatives for trading purposes and at December 31, 2017 has no derivatives that are designated as fair value hedges. Derivatives are recorded at their estimated fair values based upon Level 2 inputs. Derivatives designated and effective as cash flow hedges are reported as a component of other comprehensive income and reclassified to earnings in the same periods in which the hedged transactions impact earnings. Gains and losses related to derivatives not meeting the requirements of hedge accounting and the portion of derivatives related to hedge ineffectiveness are recognized in current earnings.

In accordance with the foreign currency forward contracts, the Company was required to pledge cash as collateral security to be maintained at the bank. The collateral shall remain in control of the lender, and these funds can be used to satisfy the outstanding obligation. Accordingly, the Company had cash at the bank of approximately \$1.5 million at December 31, 2017 and is recorded as cash held as collateral in current assets.

The following summarizes certain information regarding the Company’s outstanding foreign currency derivative contracts related primarily to intercompany receivables and payables for the periods presented (in thousands):

	December 31, 2017	December 31, 2016
Notional amount of foreign currency derivative contracts	\$ 2,866	\$ 44,438
Fair value of foreign currency derivatives contracts	63	42

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

7. Fair Value Measurements - (continued)

The fair value of the Company's derivative instruments is summarized below (in thousands):

	Fair Value of Derivative Instruments		
	Balance Sheet Location	December 31, 2017	December 31, 2016
Derivative Assets			
Derivatives not designated as hedging instruments:			
Foreign currency derivatives contracts	Prepaid expenses and other current assets	\$ 65	108
Derivative Liabilities			
Derivatives not designated as hedging instruments:			
Foreign currency derivatives contracts	Accrued expenses and other liabilities	\$ 2	66

The following summarizes certain information regarding the Company's derivatives that are not designated or are not effective as hedges (in thousands):

	Gain (losses) on Derivative Instruments Recognized in Income Statement		
	Income Statement Location	December 31, 2017	December 31, 2016
Foreign currency derivatives contracts	Other (Expense) Income, net	\$ 236	73

8. Investments

In February 2014, the Company purchased technology licenses and consulting services at fair value from a company in the amount of \$3.5 million. The Company received access to this company's patents as well as certain consulting services. During the year ended December 31, 2014, the Company allocated approximately \$2.8 million to intangible assets, which is being amortized over the life of the patents. The remaining amount was allocated to other assets. During the year ended December 31, 2016, the Company determined the investment was impaired and wrote off approximately \$0.6 million that was allocated to other assets and \$2.0 million that represented the remaining net book value in intangible assets.

9. Commitments and Contingencies

Contractual Obligations

The Company leases facilities and certain equipment under agreements accounted for as operating leases. These leases generally require the Company to pay all executory costs such as maintenance and insurance. Rental expense for operating leases for the years ended December 31, 2017, 2016, and 2015 was approximately \$8.9 million, \$10.0 million and \$9.9 million, respectively.

Future minimum lease payments under non-cancellable operating leases (with an initial or remaining lease terms in excess of one year) are as follows (amounts in thousands):

Year Ending December 31,	Operating Leases
2018	\$ 9,797
2019	6,319
2020	4,113
2021	1,373
2022	1,198
Thereafter	1,712
Total minimum lease payments	\$ 24,512

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

9. Commitments and Contingencies - (continued)***Employee Benefit Plans***

The Company has a 401(k) defined contribution plan covering all eligible employees. The Company provides for employer matching contributions equal to 50% of employee contributions, up to the lesser of 5% of eligible compensation or \$6,000. Matching contributions are deposited in to the employees 401(k) account and are subject to 5 year graded vesting. Total Company matching contributions were \$1.4 million for the year ended December 31, 2017. Total Company matching contributions were \$1.3 million for the years ended December 31, 2016 and 2015, respectively.

Indemnifications

The Company enters into service and license agreements in its ordinary course of business. Pursuant to some of these agreements, the Company agrees to indemnify certain customers from and against certain types of claims and losses suffered or incurred by them as a result of using the Company's products.

The Company also has agreements whereby its executive officers and directors are indemnified for certain events or occurrences while the officer or director is, or was serving, at the Company's request in such capacity. The maximum potential amount of future payments the Company could be required to make under these indemnification agreements is unlimited; however, the Company has a directors and officers insurance policy that reduces its exposure and enables the Company to recover a portion of any future amounts paid. As a result of its insurance policy coverage, the Company believes the estimated fair value of these indemnification agreements is minimal. Currently, the Company has no liabilities recorded for these agreements as of December 31, 2017.

Letters of Credit

As of December 31, 2017, the Company has a \$1.9 million letter of credit outstanding substantially in favor of a certain landlord for office space. In addition, the Company has a letter of credit totaling \$0.1 million as a security deposit for the due performance by the Company of the terms and conditions of a supply contract. There were no draws against these letters of credit during the year ended December 31, 2017.

10. Stockholders' Equity***Common Stock***

At December 31, 2017, there were 100,000,000 shares of common stock authorized, and 59,663,969 shares issued and outstanding. As of December 31, 2016, there were 100,000,000 shares of common stock authorized, and 58,276,447 shares issued and outstanding. The par value for common shares is \$0.001.

Preferred Stock

As of December 31, 2017 and 2016, there were 5,000,000 shares of preferred stock authorized, and zero shares issued and outstanding. The par value for preferred shares is \$0.001.

Stock Repurchase Program

On December 10, 2012, the Company's Board of Directors approved a stock repurchase program through June 30, 2014. Under the stock repurchase program, the Company is authorized to repurchase shares of its common stock, in the open market or privately negotiated transactions, at times and prices considered appropriate by the Board of Directors depending upon prevailing market conditions and other corporate considerations. On March 13, 2014, the Company's Board of Directors increased the aggregate purchase price of the stock repurchase program from \$30.0 million to \$40.0 million. On July 23, 2014, the Company's Board of Directors increased the aggregate purchase price of the stock repurchase program from \$40.0 million to \$50.0 million. On February 16, 2016, the Company's Board of Directors increased the aggregate purchase price of the total stock repurchase program by an additional \$14.0 million. On November 21, 2016, the Company's Board of Directors increased the aggregate purchase price of the stock repurchase program from \$64.0 million to \$74.0 million and extended the expiration date of the program out to December 31, 2017. There were 247,430 shares repurchased under this program during 2017 which were recorded in treasury stock at par on the consolidated balance sheets as of December 31, 2017. As of December 31, 2017, approximately \$18.4 million remained available for purchase under the program.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

10. Stockholders' Equity - (continued)**Stock-Based Compensation**

The Company follows FASB ASC 718-10, "Stock Compensation," which addresses the accounting for transactions in which an entity exchanges its equity instruments for goods or services, with a primary focus on transactions in which an entity obtains employee services in share-based payment transactions. ASC 718-10 requires measurement of the cost of employee services received in exchange for an award of equity instruments based on the grant-date fair value of the award (with limited exceptions). Incremental compensation costs arising from subsequent modifications of awards after the grant date must be recognized.

The per share weighted average fair value of stock options granted during the years ended December 31, 2017, 2016 and 2015 was \$4.25, \$3.10, and \$4.45, respectively. The fair value of each option grant is estimated on the date of grant using the Black-Scholes option-pricing model with the following weighted average assumptions for the years ended December 31, 2017, 2016 and 2015:

	December 31,		
	2017	2016	2015
Dividend yield	—%	—%	—%
Risk-free interest rate	1.7% – 2.1%	1.0% – 1.8%	1.3% – 1.7%
Expected life (in years)	5.0	5.0	5.0
Historical volatility	46.6% – 48.1%	46.8% – 48.2%	47.4% – 49.7%

A description of the methods used in the significant assumptions used to estimate the fair value of stock-based-based compensation awards follows:

Dividend yield – The Company uses 0% as it has never issued dividends and does not anticipate issuing dividends in the near term.

Risk-free interest rate – The Company uses the market yield on U.S. Treasury securities at five years with constant maturity, representing the current expected life of stock options in years.

Expected life – The Company uses historical data to estimate the expected life of a stock option.

Historical volatility – The Company uses a trailing five year from grant date to determine volatility.

Stock Option Plans

During 1998, the Company established the Stock Option and Restricted Stock Purchase Plan (the "1998 Plan"). Under the 1998 Plan, the Board of Directors could issue incentive stock options or nonqualified stock options to purchase up to 5,850,000 shares of common stock. The 2000 Stock Incentive Plan (the "2000 Plan") succeeded the 1998 Plan. Under the 2000 Plan, the options which had been outstanding under the 1998 Plan were incorporated in the 2000 Plan increasing the number of shares available for issuance under the plan by approximately 4,150,000, thereby reserving for issuance 10,000,000 shares of common stock in the aggregate.

The Company established the 2009 Stock Incentive Plan (as amended and restated, the "2009 Plan") as a successor to the 2000 Plan. Under the 2009 Plan, the options which had been outstanding under the 2000 Plan were incorporated into the 2009 Plan and the Company increased the number of shares available for issuance under the plan by 6,000,000. The Company amended the 2009 Stock Incentive Plan (the "Amended 2009 Plan") effective June 7, 2012. The Amended 2009 Plan increased the number of shares authorized for issuance under the plan by an additional 4,250,000.

On June 2, 2017, the Company's Board of Directors amended and restated the Amended 2009 Plan effective April 30, 2017. The amended and restated plan increased the number of shares authorized for issuance under the plan by an additional 4,000,000, thereby reserving for issuance 23,817,744 shares of common stock in the aggregate. Options to acquire common stock granted thereunder have 10-year terms. As of December 31, 2017, approximately 4.9 million shares of common stock were reserved for issuance under the 2009 Plan (taking into account all option exercises through December 31, 2017).

Employee Stock Purchase Plan

In June 2010, our stockholders approved the 2010 Employee Stock Purchase Plan with 1,000,000 shares of common stock initially reserved for issuance. Subject to stockholder approval, which was obtained on June 2, 2017, the Company's Board of Directors amended and restated the 2010 Employee Stock Purchase Plan effective April 30, 2017. The amended and restated plan increased the number of shares authorized for issuance under the plan by an additional 1,000,000, thereby reserving for issuance 2,000,000 shares of common stock in the aggregate. As of December 31, 2017, approximately 1,027,016 shares of common

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

10. Stockholders' Equity - (continued)

stock were reserved for issuance under the Employee Stock Purchase Plan (taking into account all share purchases through December 31, 2017).

Stock Option Activity

A summary of the Company's stock option activity and weighted average exercise prices follows:

	Stock Option Activity		Weighted Average Remaining Contractual Term (in years)	Aggregate Intrinsic Value (in thousands)
	Options (in thousands)	Weighted Average Exercise Price		
Balance outstanding at December 31, 2014	10,769	\$ 10.95		
Granted	857	10.06		
Exercised	(646)	4.41		
Cancelled or expired	(1,837)	12.22		
Balance outstanding at December 31, 2015	9,144	\$ 11.05	6.66	\$ 2,117
Options vested and expected to vest	8,356	\$ 11.08	6.49	\$ 2,117
Options exercisable at December 31, 2015	5,401	\$ 10.95	5.60	\$ 2,117
Balance outstanding at December 31, 2015	9,144	\$ 11.05		
Granted	635	7.32		
Exercised	(325)	5.66		
Cancelled or expired	(1,685)	11.49		
Balance outstanding at December 31, 2016	7,769	\$ 10.88	6.05	\$ 2,641
Options vested and expected to vest	7,348	\$ 11.00	5.90	\$ 2,529
Options exercisable at December 31, 2016	5,580	\$ 11.31	5.27	\$ 2,347
Balance outstanding at December 31, 2016	7,769	\$ 10.88		
Granted	2,042	9.87		
Exercised	(854)	8.80		
Cancelled or expired	(998)	11.98		
Balance outstanding at December 31, 2017	7,959	\$ 10.71	5.85	\$ 14,881
Options vested and expected to vest	7,163	\$ 10.75	5.49	\$ 13,197
Options exercisable at December 31, 2017	5,163	\$ 11.17	4.50	\$ 8,648

The total fair value of stock options exercised during the years ended December 31, 2017 and 2016 was approximately \$3.7 million and \$1.1 million, respectively. As of December 31, 2017, there was approximately \$9.1 million of total unrecognized compensation cost related to nonvested share-based compensation arrangements. That cost is expected to be recognized over a weighted average period of approximately 2.7 years.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

10. Stockholders' Equity - (continued)

The following table summarizes information about outstanding and vested stock options as of December 31, 2017:

Range of Exercise Prices	Options Outstanding			Options Exercisable	
	Number of Shares Outstanding (in thousands)	Weighted-Average Remaining Contractual Life (Years)	Weighted-Average Exercise Price	Number of Shares (in thousands)	Weighted-Average Exercise Price
\$1.79 - \$7.02	825	2.81	\$ 5.21	656	\$ 4.85
\$7.04 - \$7.45	354	7.54	7.26	227	7.22
\$7.60 - \$7.60	873	8.27	7.60	—	—
\$7.95 - \$9.34	865	6.02	9.03	739	9.15
\$9.44 - \$10.13	1,468	6.46	9.97	977	10.04
\$10.31 - \$12.32	874	6.12	11.17	490	11.39
\$12.46 - \$13.28	924	3.99	13.13	880	13.13
\$13.34 - \$14.30	946	7.45	13.90	364	13.48
\$15.66 - \$18.09	825	4.27	17.11	825	17.11
\$18.24 - \$18.24	5	4.58	18.24	5	18.24
	<u>7,959</u>	5.85	\$ 10.71	<u>5,163</u>	\$ 11.17

Restricted Stock Unit Activity

A summary of the Company's restricted stock units ("RSUs") activity and weighted average exercise prices follows:

	Restricted Stock Unit Activity		
	Number of Shares (in thousands)	Weighted Average Grant Date Fair Value (Per Share)	Aggregate Fair Value (in thousands)
Balance outstanding at December 31, 2015	1,202	\$ 10.31	\$ 6,220
Awarded	571	6.32	—
Released	(394)	10.31	—
Forfeited	(191)	10.01	—
Non-vested and outstanding at December 31, 2016	<u>1,188</u>	<u>\$ 8.44</u>	<u>\$ 8,968</u>
Balance outstanding at December 31, 2016	1,188	\$ 8.44	\$ 8,968
Awarded	332	8.16	—
Released	(363)	8.48	—
Forfeited	(284)	8.46	—
Non-vested and outstanding at December 31, 2017	<u>873</u>	<u>\$ 8.29</u>	<u>\$ 10,053</u>
Expected to vest	<u>680</u>	<u>\$ 8.41</u>	<u>\$ 7,820</u>

RSUs granted to employees generally vest over a four-year period. As of December 31, 2017, total unrecognized compensation cost, adjusted for estimated forfeitures, related to nonvested RSUs was approximately \$6.3 million and the weighted-average remaining vesting period was 2.4 years.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

11. Income Taxes

Income taxes are accounted for under the asset and liability method. Under this method, deferred tax assets and liabilities are recognized for the future tax consequences attributable to differences between the financial statement carrying amounts of existing assets and liabilities and their respective tax bases and operating loss and tax credit carryforwards. Deferred tax assets and liabilities are measured using enacted tax rates expected to apply to taxable income in the years in which those temporary differences are expected to be recovered or settled. In assessing the realizability of deferred tax assets, management considers whether it is more likely than not that some portion or all of the deferred tax assets will be realized. The ultimate realization of deferred tax assets is dependent upon the generation of future taxable income during the periods in which those temporary differences are expected to become deductible. Management considers the scheduled reversal of deferred tax liabilities, projected future taxable income and tax planning strategies in making this assessment. The Company includes interest accrued on the underpayment of income taxes in interest expense and penalties, if any, related to unrecognized tax benefits in general and administrative expenses. The Company recorded a valuation allowance against its U.S. and Australia deferred tax asset as it considered its cumulative loss in recent years as a significant piece of negative evidence. Since valuation allowances are evaluated on a jurisdiction by jurisdiction basis, we believe that the deferred tax assets related to LivePerson UK, Engage, Kasamba Israel and LivePerson LTD Israel are “more likely than not” to be realized as these jurisdictions have positive cumulative pre-tax book income after adjusting for permanent and onetime items. During the year ended December 31, 2017, there was a reduction in the valuation recorded of \$4.6 million.

Under Section 382 of the Internal Revenue Code of 1986, as amended, the Company’s use of its federal net operating loss (“NOL”) carryforwards may be limited if the Company experiences an ownership change, as defined in Section 382. Such an annual limitation could result in the expiration of the net operating loss carryforwards before utilization. As of December 31, 2017, the Company had approximately \$32.8 million of federal NOL carryforwards available to offset future taxable income. Included in this amount is \$5.1 million of federal NOL carryovers from the Company’s acquisition of Proficient. These carryforwards expire in various years through 2027.

The domestic and foreign components of (loss) income before provision for income taxes consist of the following (amounts in thousands):

	Year Ended December 31,		
	2017	2016	2015
United States	\$ (25,585)	\$ (40,774)	\$ (16,362)
Israel	3,458	15,622	2,257
United Kingdom	2,087	2,345	1,564
Netherlands	1,568	3,104	1,919
Australia	(1,979)	(2,774)	(565)
Germany	2,424	2,085	327
Other ⁽¹⁾	337	453	230
	<u>\$ (17,690)</u>	<u>\$ (19,939)</u>	<u>\$ (10,630)</u>

⁽¹⁾ Includes Japan, Italy, Singapore, Canada, and France

No additional provision has been made for U.S. income taxes on the undistributed earnings of its Israeli subsidiary, LivePerson Ltd. (formerly HumanClick Ltd.), as such earnings have been taxed in the U.S. and accumulated earnings of the Company’s other foreign subsidiaries are immaterial through December 31, 2017.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

11. Income Taxes - (continued)

The provision for income taxes consists of the following (amounts in thousands):

	Year Ended December 31,		
	2017	2016	2015
Current income taxes:			
U.S. Federal	\$ —	\$ 1,829	\$ (524)
State and local	47	27	309
Foreign	2,852	2,226	1,573
Total current income taxes	2,899	4,082	1,358
Deferred income taxes:			
U.S. Federal	(1,289)	841	13,791
State and local	(1,144)	99	876
Foreign	35	912	(211)
Total deferred income taxes	(2,398)	1,852	14,456
Total provision for income taxes	\$ 501	\$ 5,934	\$ 15,814

The difference between the total income taxes computed at the federal statutory rate and the provision for income taxes consists of the following:

	Year Ended December 31,		
	2017	2016	2015
Federal Statutory Rate	34.00 %	34.00 %	34.00 %
State taxes, net of federal benefit	4.09 %	3.24 %	0.35 %
Non-deductible expenses – ISO	(0.78)%	(1.85)%	(8.57)%
Non-deductible expenses – Other	(1.19)%	(0.88)%	(2.20)%
Foreign tax rate differential	(1.97)%	0.89 %	(12.41)%
Change in valuation allowance	26.12 %	(53.55)%	(148.24)%
Return to provision true-up adjustment	— %	(9.22)%	— %
Effect of new tax legislation	(56.84)%	— %	— %
Other	(6.26)%	(2.42)%	(11.15)%
Total provision for income taxes	(2.83)%	(29.79)%	(148.22)%

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

11. Income Taxes - (continued)

The effects of temporary differences and tax loss carryforwards that give rise to significant portions of federal deferred tax assets and deferred tax liabilities at December 31, 2017 and 2016 are presented below (amounts in thousands):

	Year Ended December 31,	
	2017	2016
Deferred tax assets:		
Net operating loss carryforwards	\$ 8,093	\$ 6,186
Accounts payable and accrued expenses	4,429	4,906
Non-cash compensation	9,510	12,541
Intangibles amortization	5,513	6,151
Allowance for doubtful accounts	232	447
Intangibles related to acquisitions	—	118
Total deferred tax assets	27,777	30,349
Less valuation allowance	(23,260)	(27,881)
Deferred tax assets, net of valuation allowance	4,517	2,468
Deferred tax liabilities:		
Property and equipment	(2,010)	(1,695)
Goodwill amortization and contingent earn-out adjustments	(2,669)	(3,332)
Total deferred tax liabilities	(4,679)	(5,027)
Net deferred tax liabilities	\$ (162)	\$ (2,559)

ASC Topic 740-10 clarifies the accounting for uncertainty in income taxes recognized in the financial statements in accordance with other provisions contained within this guidance. This topic prescribes a recognition threshold and a measurement attribute for the financial statement recognition and measurement of tax positions taken or expected to be taken in a tax return. For those benefits to be recognized, a tax position must be more likely than not to be sustained upon examination by the taxing authorities. The amount recognized is measured as the largest amount of benefit that is greater than 50% likely of being realized upon ultimate audit settlement. The Company had unrecognized tax benefits of \$4.9 million and \$4.2 million as of December 31, 2017 and 2016, respectively. Accrued interest and penalties included in our liability related to unrecognized tax benefits were immaterial at December 31, 2017 and 2016.

A reconciliation of the beginning and ending amount of unrecognized tax benefits is as follows (in thousands):

	Year Ended December 31,	
	2017	2016
Unrecognized tax benefits balance at January 1	\$ 4,240	\$ 3,519
Gross increase for tax positions of prior years	—	200
Gross increase for tax positions of current years	684	700
Decrease due to expiration of statute	—	(179)
Gross unrecognized tax benefits at December 31	\$ 4,924	\$ 4,240

The tax years subject to examination by major tax jurisdictions include the years 2011 and forward for U.S. states and New York City, the years 2012 and forward for U.S. Federal, and the years 2012 and forward for certain foreign jurisdictions.

Tax Reform

In December 2017, the U.S. government enacted comprehensive tax legislation commonly referred to as the Tax Cuts and Jobs Act of 2017 (the "Tax Act"). The Tax Act makes broad and complex changes to the U.S. tax code that affect fiscal 2017, including, but not limited to requiring a one-time repatriation tax on certain unrepatriated earnings of foreign subsidiaries that is payable over eight years (the "Repatriation Tax"). The Tax Act also establishes new tax laws that will affect 2018 and later years, including, but not limited to, a reduction of the U.S. federal corporate tax rate from 34% to 21%, a general elimination of U.S. federal income taxes on dividends from foreign subsidiaries and a new provision designed to tax global intangible low-taxed income ("GILTI").

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

11. Income Taxes - (continued)

In December 2017, the SEC staff issued Staff Accounting Bulletin No. 118 ("SAB 118") which provides guidance on accounting for the tax effects of the Tax Act. SAB 118 provides a measurement period that should not extend beyond one year from the Tax Act enactment date for companies to complete the accounting under ASC 740. To the extent that a company's accounting for certain income tax effects of those aspects of the Tax Act is incomplete but it is able to determine a reasonable estimate, it must record a provisional estimate to be included in the financial statements. If a company cannot determine a provisional estimate to be included in the financial statements, it should continue to apply ASC 740 on the basis of the provisions of the tax laws that were in effect immediately before the enactment of the Tax Act.

The legislation reduced the U.S. corporate tax rate from the current rate of 35% to 21% for tax years beginning after December 31, 2017. Under the Tax Act, our \$32.8 million in federal net operating loss carryforwards generated as of December 31, 2017 will continue to be carried forward for 20 years and are expected to be available to fully offset taxable income earned in future tax years. Federal net operating losses generated after 2017 will be carried forward indefinitely, but generally may only offset up to 80% of taxable income earned in a tax year. In the quarter ending December 31, 2017, we revalued our deferred tax assets and liabilities due to these changes, including (a) revaluing our federal net deferred tax assets before valuation allowance using the 21% tax rate, resulting in a decreased federal deferred tax provision of \$10.1 million; (b) revaluing our federal valuation allowance using the 21% tax rate, including the impact of tax planning strategies, resulting in a federal deferred tax benefit to continuing operations of \$12.6 million; (c) recognizing a federal deferred tax benefit of \$2.0 million for 80% of indefinite lived deferred tax liabilities, which are anticipated to be available as a source of taxable income upon reversal of deferred tax assets that would also have indefinite lives; and (d) recognizing \$1.2 million state deferred tax provision unaffected by the changes in the Tax Act. The new legislation will require the Company to pay tax on the unremitted earnings of its foreign subsidiaries through December 31, 2017. Because of the complexities involved in determining the previously unremitted earnings and profits of all our foreign subsidiaries, the Company is still in the process of obtaining, preparing, and analyzing the required information. The Company estimates that the tax on unremitted earnings will be zero due to an overall accumulated deficit in earnings and profits.

The Tax Act creates a new requirement that certain income earned by a foreign subsidiary must be included in the income of the U.S. shareholder. This income (called Global Intangible Low-Taxed Income, or GILTI) is defined as the excess of a foreign subsidiaries income over a nominal return on fixed assets. The Company expects to be subject to this inclusion in future years. Under U.S. GAAP, the Company is allowed to make an accounting policy choice of either accounting for the effects of the GILTI inclusion as a current period expense, when incurred, or factoring such amounts into the Company's measurement of its deferred taxes. The Company has elected to treat the effects of this provision as a period cost, and therefore, has not considered the impacts of GILTI on its deferred tax liabilities at December 31, 2017.

The Company's consolidated financial statements do not provide for any related tax liability on amounts that may be repatriated from foreign operations as the Company intends for these earnings to be indefinitely reinvested in operations outside the U.S. Accordingly, no provision has been made for United States income taxes that may become payable if those undistributed earnings of foreign subsidiaries are paid as dividends. At December 31, 2017, the estimated amount of foreign earnings for which the Company has taken a permanently reinvested position is \$14.5 million.

12. Legal Matters

The Company previously filed an intellectual property suit against [24]7 Customer, Inc. in the Southern District of New York on March 6, 2014 seeking damages on the grounds that [24]7 reverse engineered and misappropriated the Company's technology to develop competing products and misused the Company's business information. On June 22, 2015, [24]7 Customer, Inc. filed suit against the Company in the Northern District of California alleging patent infringement. On December 7, 2015, [24]7 Customer Inc. filed a second patent infringement suit against the Company, also in the Northern District of California. On March 16, 2017, the New York case was voluntarily transferred and consolidated with the two California cases in the Northern District of California for all pre-trial purposes. Recent Court rulings in the Company's favor have invalidated multiple [24]7 patents that were asserted in the patent cases. Trial for the Company's intellectual property and other claims asserted against [24]7 in the original litigation is currently set for November 26, 2018. The Company believes the claims filed by [24]7 are entirely without merit and intends to defend them vigorously.

The Company routinely assesses all of its litigation and threatened litigation as to the probability of ultimately incurring a liability, and records its best estimate of the ultimate loss in situations where the Company assesses the likelihood of loss as probable.

From time to time, the Company is involved in or subject to legal, administrative and regulatory proceedings, claims, demands and investigations arising in the ordinary course of business, including direct claims brought by or against the Company with respect to intellectual property, contracts, employment and other matters, as well as claims brought against the Company's customers for whom the Company has a contractual indemnification obligation. The Company accrues for a liability when it is both probable that a liability has been incurred and the amount of the loss can be reasonably estimated. Significant judgment is required in both the determination of probability and the determination as to whether a loss is reasonably estimable. In addition, in the event the Company determines that a loss is not probable, but is reasonably possible, and it becomes possible to develop

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

12. Legal Matters - (Continued)

what the Company believes to be a reasonable range of possible loss, then the Company will include disclosure related to such matter as appropriate and in compliance with ASC 450. The accruals or estimates, if any, resulting from the foregoing analysis, are reviewed at least quarterly and adjusted to reflect the impact of negotiations, settlements, rulings, advice of legal counsel and other information and events pertaining to a particular matter. To the extent there is a reasonable possibility that the losses could exceed the amounts already accrued, the Company will, as applicable, adjust the accrual in the period the determination is made, disclose an estimate of the additional loss or range of loss, indicate that the estimate is immaterial with respect to its financial statements as a whole or, if the amount of such adjustment cannot be reasonably estimated, disclose that an estimate cannot be made.

From time to time, third parties assert claims against the Company regarding intellectual property rights, privacy issues and other matters arising in the ordinary course of business. Although the Company cannot be certain of the outcome of any litigation or the disposition of any claims, nor the amount of damages and exposure, if any, that the Company could incur, the Company currently believes that the final disposition of all existing matters will not have a material adverse effect on our business, results of operations, financial condition or cash flows. In addition, in the ordinary course of business, the Company is also subject to periodic threats of lawsuits, investigations and claims. Regardless of the outcome, litigation can have an adverse impact on the Company because of defense and settlement costs, diversion of management resources and other factors.

13. Restructuring Costs

The Company's restructuring costs relate to wind-down and severance costs associated with re-prioritizing and reallocating resources to focus on areas showing high growth potential, as well as the termination of a large customer contract. The expense associated with this restructuring was approximately \$2.6 million, \$2.8 million, and \$3.4 million during the years ended December 31, 2017, 2016, and 2015, respectively, and is classified in the consolidated statements of operations as restructuring costs. During the year ended 2016, restructuring expense was partially offset by a benefit of \$0.4 million due to cash collection of previously written off bad debt. The restructuring liability was approximately \$2.3 million and \$2.6 million as of December 31, 2017 and 2016, respectively, and is classified as accrued expenses and other current liabilities on the consolidated balance sheets.

The following table presents the detail of the liability for the Company's restructuring charges for the periods presented (amounts in thousands):

	December 31, 2017	December 31, 2016
Balance, Beginning of the year	\$ 2,551	\$ 1,328
Severance and other associated costs	648	1,585
Cash payments	(2,807)	(1,328)
Wind down costs of legacy platform	1,946	966
Balance, End of year	<u>\$ 2,338</u>	<u>\$ 2,551</u>

The following table presents the detail of expenses for the Company's restructuring charges for the periods presented (amounts in thousands):

	December 31, 2017	December 31, 2016	December 31, 2015
Contract termination benefit	\$ —	\$ (384)	\$ 1,745
Severance and other associated costs	648	1,585	1,639
Wind down costs of legacy platform	1,946	1,168	—
Total restructuring costs	<u>\$ 2,594</u>	<u>\$ 2,369</u>	<u>\$ 3,384</u>

Item 9. Changes in and Disagreements With Accountants on Accounting and Financial Disclosure

Not Applicable.

Item 9A. Controls and Procedures**Management's Annual Report on Internal Control Over Financial Reporting**

Our management, including the Chief Executive Officer and Chief Financial Officer, is responsible for establishing and maintaining adequate internal control over financial reporting, as that term is defined in Rule 13a-15(f) promulgated under the Exchange Act. Our internal control system is designed to provide reasonable assurance to our management and Board of Directors regarding the preparation and fair presentation of published financial statements. Our management, including the Chief Executive Officer and Chief Financial Officer, evaluated the effectiveness of our internal control over financial reporting as of December 31, 2017 based on the framework established in "Internal Control — Integrated Framework (2013)," issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO). Based on its evaluation, our management, including the Chief Executive Officer and Chief Financial Officer, concluded that as of December 31, 2017, our internal control over financial reporting was effective based on those criteria.

The effectiveness of our internal control over financial reporting as of December 31, 2017 has been audited by BDO USA, LLP, an independent registered public accounting firm. Their attestation is included herein.

Limitations of the Effectiveness of Internal Control

A control system, no matter how well conceived and operated, can only provide reasonable, not absolute, assurance that the objectives of the internal control system are met. Because of the inherent limitations of any internal control system, no evaluation of controls can provide absolute assurance that all control issues, if any, have been detected.

Changes in Internal Control over Financial Reporting

There were no changes in our internal control over financial reporting during the quarter ended December 31, 2017 identified in connection with the evaluation thereof by our management, including the Chief Executive Officer and Chief Financial Officer, that have materially affected, or are reasonably likely to materially affect, our internal control over financial reporting.

Evaluation of Disclosure Controls and Procedures

Our management, including the Chief Executive Officer and Chief Financial Officer, evaluated the effectiveness of our "disclosure controls and procedures," as that term is defined in Rule 13a-15(e) promulgated under the Exchange Act, as of December 31, 2017. Based on that evaluation, the Chief Executive Officer and Chief Financial Officer concluded that our disclosure controls and procedures were effective as of December 31, 2017 to ensure that the information we are required to disclose in the reports that we file or submit under the Exchange Act is recorded, processed, summarized and reported, within the time periods specified in the Securities and Exchange Commission's rules and forms, and to ensure that such information is accumulated and communicated to our management, including the Chief Executive Officer and Chief Financial Officer, as appropriate to allow timely decisions regarding required disclosure.

REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

To the Board of Directors and Stockholders
LivePerson, Inc.
New York, New York

Opinion on Internal Control over Financial Reporting

We have audited LivePerson, Inc.'s (the "Company's") internal control over financial reporting as of December 31, 2017, based on criteria established in *Internal Control - Integrated Framework (2013)* issued by the Committee of Sponsoring Organizations of the Treadway Commission (the "COSO criteria"). In our opinion, the Company maintained, in all material respects, effective internal control over financial reporting as of December 31, 2017, based on the COSO criteria.

We also have audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States) ("PCAOB"), the consolidated balance sheets of the Company and subsidiaries as of December 31, 2017 and 2016, the related consolidated statements of income and comprehensive income, stockholders' equity, and cash flows for each of the three years in the period ended December 31, 2017, and the related notes and our report dated March 15, 2018 expressed an unqualified opinion thereon.

Basis for Opinion

The Company's management is responsible for maintaining effective internal control over financial reporting and for its assessment of the effectiveness of internal control over financial reporting, included in the accompanying Item 9A, Management's Report on Internal Control over Financial Reporting. Our responsibility is to express an opinion on the Company's internal control over financial reporting based on our audit. We are a public accounting firm registered with the PCAOB and are required to be independent with respect to the Company in accordance with U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audit of internal control over financial reporting in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether effective internal control over financial reporting was maintained in all material respects. Our audit included obtaining an understanding of internal control over financial reporting, assessing the risk that a material weakness exists, and testing and evaluating the design and operating effectiveness of internal control based on the assessed risk. Our audit also included performing such other procedures as we considered necessary in the circumstances. We believe that our audit provides a reasonable basis for our opinion.

Definition and Limitations of Internal Control over Financial Reporting

A company's internal control over financial reporting is a process designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles. A company's internal control over financial reporting includes those policies and procedures that (1) pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect the transactions and dispositions of the assets of the company; (2) provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with generally accepted accounting principles, and that receipts and expenditures of the company are being made only in accordance with authorizations of management and directors of the company; and (3) provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use, or disposition of the company's assets that could have a material effect on the financial statements.

Because of its inherent limitations, internal control over financial reporting may not prevent or detect misstatements. Also, projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

/s/ BDO USA, LLP

New York, New York
March 15, 2018

Item 9B. Other Information

None.

PART III**Item 10. Directors, Executive Officers and Corporate Governance**

The information required by this Item 10 is incorporated by reference to the sections captioned “Matters to be Considered at Annual Meeting — Election of Directors,” “Executive Officers,” “Board Committees and Meetings — Audit Committee,” “Codes of Conduct and Corporate Governance Documents” and “Section 16(a) Beneficial Ownership Reporting Compliance” in the definitive proxy statement for our 2018 Annual Meeting of Stockholders.

There have been no changes to the procedures by which stockholders may recommend nominees to our Board of Directors since our last disclosure of such procedures, which appeared in the definitive proxy statement for our 2017 Annual Meeting of Stockholders.

We have adopted a Code of Ethics that applies to our Chief Executive Officer, who is our principal executive officer, and other senior financial officers. Our Code of Ethics is available at: www.liveperson.com under “Investor Relations / Corporate Governance.” *The Company’s web site address provided above is not intended to function as a hyperlink, and the information on the Company’s web site is not and should not be considered part of this Annual Report on Form 10-K and is not incorporated by reference herein.* The Company will post on this website any amendments to our Code of Ethics.

Item 11. Executive Compensation

The information required by this Item 11 is incorporated by reference to the sections captioned “Compensation Discussion and Analysis,” “Compensation Committee Report” (which information shall be deemed furnished in this Annual Report on Form 10-K), “Executive and Director Compensation” and “Compensation Committee Interlocks and Insider Participation” in the definitive proxy statement for our 2018 Annual Meeting of Stockholders.

Item 12. Security Ownership of Certain Beneficial Owners and Management and Related Stockholder Matters

The information required by this Item 12 is incorporated by reference to the sections captioned “Ownership of Securities” and “Potential Payments Upon Termination or Change-in-Control” in the definitive proxy statement for our 2018 Annual Meeting of Stockholders.

The following table provides certain information regarding the common stock authorized for issuance under our equity compensation plans, as of December 31, 2017:

Plan Category	Number of Securities to Be Issued Upon Exercise of Outstanding Options, (a)	Weighted-Average Exercise Price of Outstanding Options, Warrants and Rights (b)	Number of Securities Remaining Available for Future Issuance Under Equity Compensation Plans (2) (c)
Equity compensation plans approved by stockholders ⁽¹⁾	14,743,089	\$ 10.71	4,907,194
Equity compensation plans not approved by stockholders	—	\$ —	—
Total	14,743,089	\$ 10.71	4,907,194

(1)Our equity compensation plans which were approved by our stockholders are the 2009 Stock Incentive Plan and the 2010 Employee Stock Purchase Plan.

(2)Excludes securities reflected in column (a). Also see Note 10 to our consolidated financial statements.

Item 13. Certain Relationships and Related Transactions, and Director Independence

The information required by this Item 13 is incorporated by reference to the sections captioned “Certain Relationships and Related Transactions” and “Director Independence” in the definitive proxy statement for our 2018 Annual Meeting of Stockholders.

Item 14. Principal Accountant Fees and Services

The information required by this Item 14 is incorporated by reference to the section captioned “Independent Registered Public Accounting Firm Fees and Pre-Approval Policies and Procedures” in the definitive proxy statement for our 2018 Annual Meeting of Stockholders.

PART IV

Item 15. Exhibits and Financial Statement Schedules

The following documents are filed as part of this Annual Report on Form 10-K:

1. Financial Statements.

Incorporated by reference to the index of consolidated financial statements included in Item 8 of this Annual Report on Form 10-K.

2. Financial Statements Schedules.

None.

3. Exhibits.

Incorporated by reference to the Exhibit Index immediately preceding the exhibits attached to this Annual Report on Form 10-K.

Item 16. Form 10-K Summary

None.

SIGNATURES

Pursuant to the requirements of Section 13 or 15(d) of the Securities Exchange Act of 1934, as amended, the Registrant has duly caused this report to be signed on its behalf by the undersigned, thereunto duly authorized, on March 15, 2018.

LIVEPERSON, INC.

By: /s/ Robert P. LoCascio

Name: Robert P. LoCascio

Title: Chief Executive Officer

Pursuant to the requirements of the Securities Exchange Act of 1934, as amended, this report has been signed below by the following persons on behalf of the Registrant and in the capacities indicated on March 15, 2018.

Signature

Title(s)

/s/ Robert P. LoCascio

Robert P. LoCascio

Chief Executive Officer and Chairman of the Board of Directors
(Principal Executive Officer)

/s/ Daryl J. Carlough

Daryl J. Carlough

Senior Vice President, Global and Corporate Controller
(Principal Financial Officer)

/s/ Peter Block

Peter Block

Director

/s/ Kevin C. Lavan

Kevin C. Lavan

Director

/s/ Jill Layfield

Jill Layfield

Director

/s/ Fred Mossler

Fred Mossler

Director

/s/ William G. Wesemann

William G. Wesemann

Director

EXHIBIT INDEX

Number	Description
2.1	Agreement and Plan of Merger, dated as of June 22, 2006, among LivePerson, Inc., Soho Acquisition Corp., Proficient Systems, Inc. and Gregg Freishtat as Shareholders' Representative (incorporated by reference to the identically numbered exhibit in the Current Report on Form 8-K filed on June 22, 2006)
3.1	Fourth Amended and Restated Certificate of Incorporation (incorporated by reference to the identically-numbered exhibit to LivePerson's Annual Report on Form 10-K for the fiscal year ended December 31, 2000 and filed March 30, 2001 (the "2000 Form 10-K"))
3.2	Second Amended and Restated Bylaws, as amended (incorporated by reference to the identically-numbered exhibit to the 2000 Form 10-K)
4.1	Specimen common stock certificate (incorporated by reference to the identically-numbered exhibit to LivePerson's Registration Statement on Form S-1, as amended (Registration No. 333-96689) ("Registration No. 333-96689"))
4.2	Second Amended and Restated Registration Rights Agreement, dated as of January 27, 2000, by and among LivePerson, the several persons and entities named on the signature pages thereto as Investors, and Robert LoCascio (incorporated by reference to the identically-numbered exhibit to Registration No. 333-96689)
10.1(a)*	2009 Stock Incentive Plan (incorporated by reference to Exhibit 99.1 to LivePerson's Registration Statement on Form S-8 filed on June 9, 2009) and Forms of Grant Agreements under the 2009 Stock Incentive Plan (incorporated by reference to Exhibit 10.1 to LivePerson's Quarterly Report on Form 10-Q filed on May 6, 2011)
10.1(b)*	2009 Stock Incentive Plan (amended and restated as of June 7, 2012) (incorporated by reference to Exhibit 99.1 to LivePerson's Current Report on Form 8-K filed on June 8, 2012)
10.2*	LivePerson, Inc. 2010 Employee Stock Purchase Plan (incorporated by reference to Exhibit 99.1 to the LivePerson's Registration Statement on Form S-8 filed on August 19, 2010)
10.3*	Employment Agreement between LivePerson and Robert P. LoCascio, dated as of January 1, 1999 (incorporated by reference to Exhibit 10.1 to Registration No. 333-96689)
10.4*	Agreement between LivePerson and Dan Murphy, dated as of March 27, 2011 (incorporated by reference to Exhibit 10.5 to LivePerson's Annual Report on Form 10-K for the year ended December 31, 2011 and filed March 13, 2012)
10.5*	Form of Indemnification Agreement entered into with Executive Officers and Directors of LivePerson (incorporated by reference to Exhibit 10.6 to LivePerson's Annual Report on Form 10-K for the year ended December 31, 2011 and filed March 13, 2012)
10.6*	Agreement between LivePerson and Monica L. Greenberg, dated as of October 25, 2006 (incorporated by reference to Exhibit 10.8 to LivePerson's Annual Report on Form 10-K for the year ended December 31, 2011 and filed March 13, 2012)
10.7*	Incentive Plan (incorporated by reference to Exhibit 10.1 to LivePerson's Current Report on Form 8-K filed on April 28, 2011)
10.8*	Employment Agreement between LivePerson and Eran Vanounou, dated as of February 22, 2014 (incorporated by reference to Exhibit 10.2 to LivePerson's Quarterly Report on Form 10-Q filed on May 9, 2014)
10.9	Agreement and Plan Merger, dated as of November 5, 2014, among LivePerson, Inc. Catalyst Lightning LLC, Contact At Once!, LLC and Fulcrum Growth Fund II QP, LLC (incorporated by reference to Exhibit 2.1 to LivePerson's Current Report on Form 8-K filed on November 12, 2014)
10.10*	Separation Agreement General Release between LivePerson and Daniel Murphy, dated as of November 9, 2017 (incorporated by reference to Exhibit 10.5 (B) to LivePerson's Quarterly Report on Form 10-Q filed on November 9, 2017)
10.11*	Amendment to Separation Agreement General Release between LivePerson and Daniel Murphy, dated as of February 9, 2018

10.12*	Form of Restricted Stock Unit Award Agreement
10.13*	Form of Restricted Stock Unit Award Agreement for Robert Locascio
10.14*	Inducement Plan dated January 19, 2018
10.15*	Amended Employment Agreement between LivePerson and Robert LoCascio, dated as of December 27, 2017
21.1	Subsidiaries
23.1	Consent of BDO USA, LLP
31.1	Certification by Chief Executive Officer pursuant to Exchange Act Rule 13a-14(a), as adopted pursuant to Section 302 of the Sarbanes-Oxley Act of 2002
31.2	Certification by principal financial officer pursuant to Exchange Act Rule 13a-14(a), as adopted pursuant to Section 302 of the Sarbanes-Oxley Act of 2002
32.1**	Certification by Chief Executive Officer pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002
32.2**	Certification by principal financial officer pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002
101.INS†	XBRL Instance Document
101.SCH†	XBRL Taxonomy Extension Schema Document
101.CAL†	XBRL Taxonomy Extension Calculation Linkbase Document
101.DEF†	XBRL Taxonomy Extension Definition Linkbase Document
101.LAB†	XBRL Taxonomy Extension Label Linkbase Document
101.PRE†	XBRL Taxonomy Extension Presentation Linkbase Document

* Management contract or compensatory plan or arrangement

** The certifications attached as Exhibit 32.1 and Exhibit 32.2 accompany the Annual Report on Form 10-K pursuant to Section 906 of the Sarbanes-Oxley Act of 2002 and shall not be deemed “filed” by the Company for purposes of Section 18 of the Securities Exchange Act of 1934, as amended.

† Pursuant to applicable securities laws and regulations, the Registrant is deemed to have complied with the reporting obligation relating to the submission of interactive data files in such exhibits and is not subject to liability under any anti-fraud provisions of the federal securities laws as long as the Registrant has made a good faith attempt to comply with the submission requirements and promptly amends the interactive data files after becoming aware that the interactive data files fail to comply with the submission requirements. These interactive data files are deemed not filed or part of a registration statement or prospectus for purposes of sections 11 or 12 of the Securities Act of 1933, as amended, are deemed not filed for purposes of section 18 of the Securities Exchange Act of 1934, as amended, and otherwise are not subject to liability under these sections.

AMENDMENT TO SEPARATION AGREEMENT AND GENERAL RELEASE

THIS AMENDMENT (the "Amendment") is entered into as of February ____, 2018 (the "Effective Date") by and among LivePerson, Inc., (the "Company"), and Daniel Murphy (the "Executive").

WHEREAS, the Executive and the Company entered into that certain Separation Agreement and General Release, dated as of November 9, 2017 (collectively, the "Separation Agreement"). Capitalized terms used, but not defined herein, shall have the meaning set forth in the Separation Agreement; and

WHEREAS, the parties hereto now wish to amend the Separation Agreement as provided herein.

NOW THEREFORE, in consideration of the mutual covenants contained herein, and other valuable consideration, the receipt and adequacy of which are hereby acknowledged, and intending to be legally bound hereby, the parties hereto hereby agree as follows:

1. Section 4 of the Separation Agreement is hereby amended and restated to read as follows:

This Agreement and the Executive's employment will terminate upon the earliest to occur of the following: (a) on or about February 22, 2018, or such later date as mutually agreed by the Parties (such date, the "Transition Date"); (b) an earlier Separation Date of which Company notifies Executive in writing upon 7 days advance notice; (c) the Executive's provision of written notice to the Company of his resignation for Good Reason (as defined in Paragraph 6) and the Company's failure to cure such Good Reason within 10 days of such notice; (d) the Company's provision of written notice of Executive's termination with Cause as defined in Paragraph 5 below; (e) the Company's earlier termination due to the Executive's death or loss of legal capacity. For purposes of clarification, any termination of Executive's employment pursuant to this Paragraph 4 shall qualify as a "separation from service" within the meaning of Section 409A (as defined below).

2. Except as expressly amended hereby, the Separation Agreement shall remain in full force and effect in accordance with its original terms, including but not limited to Section 21 of the Separation Agreement regarding indemnification of the Executive which, for the avoidance of doubt, applies during Transition Period and following the Separation Date pursuant to the terms of Section 21.

3. This Amendment may be executed by .pdf or facsimile signatures in any number of counterparts, each of which shall be deemed an original, but all such counterparts shall together constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Amendment on the date and year first above written.

EXECUTIVE

/s/ Daniel Murphy
Daniel Murphy

LIVEPERSON, INC.

By: /s/ Robert LoCascio
Name: Robert LoCascio
Title: CEO

[SIGNATURE PAGE TO AMENDMENT TO SEPARATION AGREEMENT]

LIVEPERSON, INC.

2009 STOCK INCENTIVE PLAN

RESTRICTED STOCK UNIT AWARD AGREEMENT

LivePerson, Inc., a Delaware corporation (the “Company”), hereby grants to the person named below (the “Participant”) Restricted Stock Units, subject to all of the terms, definitions and provisions of this Restricted Stock Unit Award Agreement (this “RSU Agreement”) and the LivePerson, Inc. 2009 Stock Incentive Plan (the “Plan”), which is incorporated herein by reference, as follows:

Participant Name _____

Grant Date _____

Number of Restricted Stock Units _____

Unless otherwise defined in this RSU Agreement, the terms used in this RSU Agreement shall have the meanings defined in the Plan. In the event of a conflict between the terms and conditions of the Plan and the terms and conditions of this RSU Agreement, the terms and conditions of the Plan will prevail.

For purposes of this RSU Agreement, “Company” or “LivePerson” shall include LivePerson, Inc. and any other affiliated entity to which the Participant provides services provided such entity’s employees, officers, directors, consultants, or advisors are generally eligible to receive Restricted Stock Unit Awards under the Plan.

1. Vesting Schedule. 25% of the total Number of Restricted Stock Units will vest on the one (1) year anniversary of the Grant Date and 6.25% of the total Number of Restricted Stock Units will vest on each three (3) month anniversary thereafter, provided that Participant’s continuous service relationship with the Company continues through each such applicable vesting date.

Restricted Stock Units scheduled to vest on a certain date or upon the occurrence of a certain condition will not vest in accordance with any of the provisions of this RSU Agreement unless Participant has continuously and actively remained at all times since the Grant Date, an employee, officer, director, consultant or advisor to the Company (an “Eligible Participant”). For purposes of this RSU Agreement and participation in the Plan, termination as an Eligible Participant will be deemed to be as of the date that Participant is no longer actively providing services to the Company or its subsidiary or affiliate and will not be extended by any notice period or “garden leave” that may be required contractually or under applicable law unless otherwise determined by the Board in its sole discretion. Notwithstanding the foregoing, the Board (or any delegate) shall have the sole discretion to determine when Participant is no longer employed or providing services for purposes of this Award and participation in the Plan.

2. Company's Obligation to Pay. Each Restricted Stock Unit represents the right to receive a share of the Company's Common Stock ("Share") on or after the Restricted Stock Unit vests. Unless and until the Restricted Stock Units have vested in the manner set forth in Section 1 above, Participant will have no right to payment of any Shares. Prior to actual payment of any Shares, such Restricted Stock Unit will represent an unsecured obligation of the Company. Within one (1) month following the date Restricted Stock Units vest, such Restricted Stock Units will be automatically settled and paid to Participant (or in the event of Participant's death, his or her estate) in whole Shares, subject to Participant satisfying any applicable tax, withholding or other obligations as set forth in Section 5 below.

3. Forfeiture upon Termination as an Eligible Participant. Notwithstanding any contrary provision of this RSU Agreement, in the event of Participant's termination as an Eligible Participant for any or no reason, the vesting of the Restricted Stock Units will immediately cease and the balance of the Restricted Stock Units that have not vested as of such termination and do not vest as a result of such termination will be immediately forfeited without consideration. The Company shall have the sole discretion to determine when Participant's termination as an Eligible Participant occurs. Further, notwithstanding anything stated herein or the Plan, if this Award is not assumed or substituted in connection with a Reorganization Event, this Award shall terminate in its entirety immediately following such Reorganization Event.

4. Inappropriate Activity. To the extent permitted by applicable law, if at any time Participant violates the non-competition or confidentiality provisions of any employment contract, confidentiality and nondisclosure agreement or other agreement between the Participant and the Company, this Award shall terminate in its entirety immediately upon such violation.

5. Leave of Absence. Except for any unpaid leave that is required by, or approved pursuant to, any statute, regulation or applicable law and except as otherwise required by applicable law, regulation or rule, the vesting schedule in effect under Section 1 above shall be frozen as of the first day of any unpaid authorized leave, and the Restricted Stock Units shall not become vested for any additional installments during the period Participant remains on such unpaid leave. For any paid authorized leave, or any unpaid leave that is required by, or approved pursuant to, any statute, regulation or applicable law or where vesting is otherwise required by applicable law, regulation or rule, the vesting schedule in effect under Section 1 above shall continue during the period Participant remains on such leave. For the avoidance of doubt, any unpaid vacation will not be treated as any type of leave for purposes of this RSU Agreement.

6. Tax Obligations. As a condition to the grant, vesting, and settlement of the Restricted Stock Units, Participant acknowledges that, regardless of any action taken by the Company or, if different, Participant's employer (the "Employer"), the ultimate liability for all income tax, social insurance, payroll tax, fringe benefits tax, payment on account or other tax-related items or required deductions or payments legally applicable to him or her and related to the receipt, vesting or settlement of (or otherwise in relation to) the Restricted Stock Units, the issuance or subsequent sale of the Shares allocated to the Restricted Stock Units, or the participation in the Plan ("Tax-Related Items") is and remains Participant's responsibility and may exceed the amount actually withheld by the Company or the Employer. Participant further acknowledges and agrees that Participant is solely responsible for filing all relevant documentation that may be required in relation

to the Restricted Stock Units or any Tax-Related Items (other than filings or documentation that is the specific obligation of the Company or any affiliate thereof pursuant to applicable laws, regulations or rules), such as, but not limited to, personal income tax returns or reporting statements in relation to the receipt, vesting or settlement of the Restricted Stock Units, the issuance of the Shares allocated to the Restricted Stock Units, the holding of Shares or any bank or brokerage account, the subsequent sale of Shares, and the receipt of any dividends.

Participant further acknowledges that the Company and/or the Employer: (i) make no representations or undertakings regarding the treatment of any Tax-Related Items in connection with any aspect of the Restricted Stock Units, including, but not limited to, the receipt, vesting or settlement of the Restricted Stock Units, the issuance or subsequent sale of the Shares allocated to the Restricted Stock Units and the receipt of any dividends; and (ii) do not commit to and are under no obligation to structure the terms of the grant or any aspect of the Restricted Stock Units to reduce or eliminate Participant's liability for Tax-Related Items or achieve any particular tax result. Participant also understands that applicable law, regulations or rules may require varying Restricted Stock Unit or Share valuation methods for purposes of calculating Tax-Related Items, and the Company assumes no responsibility or liability in relation to any such valuation or for any calculation or reporting of income or Tax-Related Items that may be required of Participant under applicable laws, regulations or rules.

Further, if Participant is subject to Tax-Related Items in more than one jurisdiction between the Grant Date and the date of any relevant taxable or tax withholding event, as applicable, Participant acknowledges that the Company and/or the Employer (or former employer, as applicable) may be required to withhold or account for Tax-Related Items in more than one jurisdiction.

Prior to the relevant taxable or tax withholding event, as applicable, Participant agrees to make adequate arrangements satisfactory to the Company and/or the Employer to satisfy all Tax-Related Items. In this regard, Participant authorizes the Company and/or the Employer, or their respective agents, at their discretion, to satisfy their tax and/or withholding obligations with regard to all Tax-Related Items by (i) withholding from Participant's wages or other compensation paid to Participant by the Company or the Employer, (ii) withholding from proceeds of the sale of Shares acquired pursuant to the Restricted Stock Units either through a voluntary sale or through a mandatory sale arranged by the Company (on Participant's behalf pursuant to this authorization) without further consent, (iii) withholding Shares that would otherwise be issued upon settlement of the Restricted Stock Units or (iv) such other method as determined by the Company or the Employer to be in compliance with applicable laws, regulations or rules.

Depending on the method of satisfying the tax and/or withholding obligations with regard to the Tax-Related Items, the Company may withhold or account for Tax-Related Items by considering applicable minimum statutory withholding amounts or other applicable tax or withholding rates, including maximum applicable rates, in which case Participant will receive a

refund of any over-withheld or over-paid amount in cash and will have no entitlement to the Share equivalent.

7. Rights as Stockholder. Until the issuance of the Shares subject to this Award (as evidenced by the appropriate entry on the books of the Company or of a duly authorized transfer agent of the Company), no right to vote or receive dividends or any other rights as a holder of capital stock shall exist with respect to this Award. No adjustment will be made for a dividend or other right for which the record date is prior to the date the Shares are issued, except as provided in Section 8 below and Section 9 of the Plan.

8. Dividend Equivalents. Unless otherwise set forth in the Country-Specific Addendum (as defined below), if the Company declares a dividend on its Common Stock, Participant will be entitled to receive a Dividend Equivalent payment equal to (i) the amount of such dividend declared and paid with respect to one share of Common Stock, multiplied by (ii) the number of Restricted Stock Units subject to this RSU Agreement, if any, that are outstanding on the applicable dividend record date with respect to such dividend payment date. Dividend Equivalents will not be credited with interest. Unless otherwise set forth in the Country-Specific Addendum, Dividend Equivalents with respect to outstanding Restricted Stock Units subject to this RSU Agreement shall be paid in the same form that dividends are paid on the Shares and shall be paid on the date on which the Company issues the Shares underlying such Restricted Stock Units in accordance with this Award Agreement. The Board may prospectively change the method of crediting Dividend Equivalents as it, in its sole discretion, determines appropriate from time to time provided that such change does not have a material adverse tax effect on Participant.

9. No Guarantee of Continued Service or Grants. PARTICIPANT ACKNOWLEDGES AND AGREES THAT THE VESTING OF THE RESTRICTED STOCK UNITS PURSUANT TO THE VESTING SCHEDULE HEREOF IS EARNED ONLY BY CONTINUING AS A SERVICE PROVIDER AT THE WILL OF THE COMPANY (OR THE EMPLOYER) AND NOT THROUGH THE ACT OF BEING HIRED, BEING GRANTED THIS AWARD OF RESTRICTED STOCK UNITS OR ACQUIRING SHARES HEREUNDER. PARTICIPANT FURTHER ACKNOWLEDGES AND AGREES THAT THIS RSU AGREEMENT, THE TRANSACTIONS CONTEMPLATED HEREUNDER AND THE VESTING SCHEDULE SET FORTH HEREIN DO NOT CONSTITUTE AN EXPRESS OR IMPLIED PROMISE OF CONTINUED ENGAGEMENT AS A SERVICE PROVIDER FOR THE VESTING PERIOD, FOR ANY PERIOD, OR AT ALL, AND WILL NOT INTERFERE IN ANY WAY WITH PARTICIPANT'S RIGHT OR THE RIGHT OF THE COMPANY (OR THE EMPLOYER) TO TERMINATE PARTICIPANT'S RELATIONSHIP AS A SERVICE PROVIDER AT ANY TIME, WITH OR WITHOUT CAUSE (SUBJECT TO APPLICABLE LAWS).

Participant also acknowledges and agrees that: (a) the Plan is established voluntarily by the Company, it is discretionary in nature and it may be modified, amended, suspended or terminated by the Company at any time; (b) the grant of Restricted Stock Units is voluntary and occasional and does not create any contractual or other right to receive future grants of Restricted Stock Units, or benefits in lieu of Restricted Stock Units even if Restricted Stock Units have been granted repeatedly in the past; (c) all decisions with respect to future awards of Restricted Stock Units, if any, will be at the sole discretion of the Company; (d) Participant's participation in the Plan is

voluntary; (e) the Restricted Stock Units and the Shares subject to the Restricted Stock Units are extraordinary items that do not constitute regular compensation for services rendered to the Company or the Employer, and that are outside the scope of Participant's employment contract, if any; (f) the Restricted Stock Units and the Shares subject to the Restricted Stock Units are not intended to replace any pension rights or compensation; (g) the Restricted Stock Units and the Shares subject to the Restricted Stock Units are not part of normal or expected compensation or salary for any purposes, including, but not limited to, calculating any severance, resignation, termination, redundancy, dismissal, or end of service payments, bonuses, long-service awards, pension or retirement or welfare benefits or similar payments and in no event should be considered as compensation for, or relating in any way to, past services for the Company or the Employer.

10. No Advice Regarding Grant. The Company is not providing any tax, legal or financial advice, nor is the Company making any recommendations regarding Participant's participation in the Plan, or Participant's acquisition or sale of the Shares underlying this Award. Participant is hereby advised to consult with his or her own personal tax, legal and financial advisors regarding Participant's participation in the Plan before taking any action related to the Plan.

11. Address for Notices. Any notice to be given to the Company under the terms of this RSU Agreement will be addressed to the Company, in care of its Secretary at LivePerson, Inc., 475 Tenth Avenue, New York, New York 10018, or at such other address as the Company may hereafter designate in writing.

12. Non-Transferability of Restricted Stock Units. The Restricted Stock Units shall not be transferable other than by will or the laws of descent and distribution. The designation of a beneficiary does not constitute a transfer.

13. Binding Agreement. Subject to the limitation on the transferability of this grant contained herein, the Restricted Stock Units, as evidenced by this RSU Agreement and the Plan, will be binding upon and inure to the benefit of the heirs, legatees, legal representatives, successors and assigns of the parties hereto.

14. Additional Conditions to Issuance of Shares. If at any time the Company will determine, in its discretion, that the listing, registration or qualification of this Award or the Shares upon any securities exchange or under any state, federal or foreign law, or the consent or approval of any governmental regulatory authority is necessary or desirable as a condition to the grant of this Award or the issuance of Shares to Participant (or his or her estate), such grant or issuance will not occur unless and until such listing, registration, qualification, consent or approval will have been effected or obtained free of any conditions not acceptable to the Company. Where the Company determines that the grant of this Award or the delivery of the payment of any Shares will violate federal securities laws or other applicable laws, the Company will defer the grant of this Award or the delivery until the earliest date at which the Company reasonably anticipates that the grant of this Award or the delivery of Shares will no longer cause such violation. The Company will make all reasonable efforts to meet the requirements of any such state, federal or foreign law or securities exchange and to obtain any such consent or approval of any such governmental authority. The Company shall not be obligated to treat this Award as outstanding or issue any Shares pursuant to this Award at any time if the grant of this Award or the issuance of Shares pursuant to this Award

violates or is not in compliance with any laws, rules or regulations of the United States or any state or country.

Furthermore, the Company reserves the right to impose other requirements on Participant's participation in the Plan, this Award and on any Shares acquired under the Plan, to the extent the Company determines it is necessary or advisable in order to comply with applicable law or facilitate the administration of the Plan, and to require Participant to sign any additional agreements or undertakings that may be necessary to accomplish the foregoing. Furthermore, Participant understands that the laws of the country in which he or she is resident at the time of grant or vesting of the this Award or the holding or disposition of Shares or receipt of dividends (or dividend equivalent units), if any (including any rules or regulations governing securities, foreign exchange, tax, labor or other matters) may restrict or prevent the grant of this Award or the issuance of Shares or may subject Participant to additional procedural or regulatory requirements he or she is solely responsible for and will have to independently fulfill in relation to this Award or the Shares. Notwithstanding any provision herein, this Award and any Shares shall be subject to any special terms and conditions or disclosures as set forth in any addendum for Participant's country (the "Country-Specific Addendum," which forms part this RSU Agreement).

15. Board Authority. The Board will have the power to interpret the Plan and this RSU Agreement and to adopt such rules for the administration, interpretation and application of the Plan and this RSU Agreement as are consistent therewith and to interpret or revoke any such rules (including, but not limited to, the determination of whether or not any Restricted Stock Units have vested). All actions taken and all interpretations and determinations made by the Board in good faith will be final and binding upon Participant, the Company and all other interested persons. No member of the Board will be personally liable for any action, determination or interpretation made in good faith with respect to the Plan or this RSU Agreement.

16. Electronic Delivery and Language. The Company may, in its sole discretion, decide to deliver any documents related to this Award, any future restricted stock units or other equity awards granted by the Company, whether under the Plan or otherwise, or any other Company securities by electronic means or request Participant's consent to participate in the Plan by electronic means. Participant hereby consents to receive such documents by electronic delivery and agrees to participate in the Plan through any on-line or electronic system established and maintained by the Company or another third party designated by the Company. If Participant has received this RSU Agreement, including appendices, or any other document related to the Plan translated into a language other than English, and the meaning of the translated version is different than the English version, the English version will control.

17. Captions. Captions provided herein are for convenience only and are not to serve as a basis for interpretation or construction of this RSU Agreement.

18. Agreement Severable. In the event that any provision in this RSU Agreement will be held invalid or unenforceable, such provision will be severable from, and such invalidity or unenforceability will not be construed to have any effect on, the remaining provisions of this RSU Agreement.

19. Modifications to the Agreement. This RSU Agreement and the Plan constitutes the entire understanding of the parties on the subjects covered. Participant expressly warrants that he or she is not accepting this RSU Agreement in reliance on any promises, representations, or inducements other than those contained herein. Modifications to this RSU Agreement or the Plan can be made only in an express written contract executed by a duly authorized officer of the Company. Notwithstanding anything to the contrary in the Plan or this RSU Agreement, the Company reserves the right to revise this RSU Agreement as it deems necessary or advisable, in its sole discretion and without the consent of Participant, to comply with Section 409A of the Code or to otherwise avoid imposition of any additional tax or income recognition under Section 409A of the Code in connection to this Award of Restricted Stock Units.

20. ***Data Privacy. Participant hereby explicitly and unambiguously consents to the collection, use and transfer, in electronic or other form, of Participant's personal data as described in this RSU Agreement by and among, as applicable, the Company and its affiliates for the exclusive purpose of implementing, administering and managing Participant's participation in the Plan. Participant understands that refusal or withdrawal of consent may affect Participant's ability to participate in the Plan or to realize benefits from this Award. Participant understands that the Company and its affiliates may hold certain personal information about Participant, including, but not limited to, Participant's name, home address and telephone number, date of***

birth, social insurance number or other identification number, salary, nationality, job title, any shares of stock or directorships held in the Company or any affiliate, details of all Restricted Stock Units or any other entitlement to shares of stock awarded, canceled, exercised, vested, unvested or outstanding in Participant's favor, for the exclusive purpose of implementing, administering and managing the Plan ("Personal Data"). Participant understands that Personal Data may be transferred to any affiliates or third parties assisting in the implementation, administration and management of the Plan, that these recipients may be located in the United States, Participant's country (if different than the United States), or elsewhere, and that the recipient's country may have different data privacy laws and protections than Participant's country.

21. Foreign Exchange Fluctuations and Restrictions. Participant understands and agrees that the future value of the underlying Shares is unknown and cannot be predicted with certainty and may decrease. Participant also understands that neither the Company, nor any affiliate is responsible for any foreign exchange fluctuation between local currency and the United States Dollar or the selection by the Company or any affiliate in its sole discretion of an applicable foreign currency exchange rate that may affect the value of the Restricted Stock Units or Shares received (or the calculation of income or Tax-Related Items thereunder). Participant understands and agrees that any cross-border remittance made to transfer proceeds received upon the sale of Shares must be made through a locally authorized financial institution or registered foreign exchange agency, and may require the Participant to provide such entity with certain information regarding the transaction.

22. Amendment, Suspension or Termination of the Plan. By accepting this Award represented by this RSU Agreement, Participant expressly warrants that he or she has received an Award of Restricted Stock Units under the Plan, and has received, read and understood the Plan. Participant understands that the Plan is discretionary in nature and may be amended, suspended or terminated by the Company at any time.

23. Choice of Law and Forum. This RSU Agreement shall be governed by, and construed in accordance with, the laws of the State of New York without regard to principles of conflict of laws. For purposes of resolving any dispute that may arise directly or indirectly from this RSU Agreement, the parties hereby agree that any such dispute that cannot be resolved by the parties be submitted to the exclusive jurisdiction of the state courts of New York or the federal courts for the United States for the Southern District of New York.

By Participant's acceptance of this RSU Agreement, Participant and the Company agree that this Award of Restricted Stock Units is granted under and governed by the terms and conditions of this RSU Agreement (including the Country-Specific Addendum) and the Plan, and any ancillary documents, all of which are being delivered simultaneously with, and made a part of, this RSU Agreement. In addition, Participant acknowledges and agrees that Participant has reviewed the Plan and this RSU Agreement in their entirety, has had an opportunity to obtain the advice of counsel prior to accepting this RSU Agreement and fully understand all provisions of the Plan and this RSU Agreement. Participant hereby agrees to accept as binding, conclusive and final all decisions or interpretations of the Board upon any questions relating to the Plan and this RSU Agreement.

Participant further agrees to promptly notify the Company in writing upon any change in Participant's residence address.

Country-Specific Addendum to the RSU Agreement

This Addendum includes additional country-specific notices, disclaimers, and/or terms and conditions that apply to individuals in the countries listed below and that may be material to Participant's participation in the Plan. Participant is solely responsible for any obligations outlined, as well as general tax or other obligations that may apply. As local laws are often complex and change frequently and the information provided is general in nature and may not apply to Participant's specific situation, the Company cannot assure Participant of any particular result, and Participant should seek professional legal and tax advice. This Addendum forms part of the RSU Agreement and should be read in conjunction with the RSU Agreement and the Plan. Unless otherwise noted, capitalized terms shall take the same definitions assigned to them under the Plan and the RSU Agreement.

Securities Law Notice: Unless otherwise noted, neither the Company nor the Shares are registered with any local stock exchange or under the control of any local securities regulator outside the United States. The Plan, grant documentation, and any other communications or materials that Participant may receive regarding participation in the Plan do not constitute advertising or an offering of securities outside the United States. The issuance of securities described in any Plan-related documents is not intended for public offering or circulation in Participant's jurisdiction.

European Union **Data Privacy.** The following supplements the Section 20 of the RSU Agreement:

Participant understands that Personal Data will be held only as long as is necessary to implement, administer and manage Participant's participation in the Plan. Participant understands that he or she may, at any time, view his or her Personal Data, request additional information about the storage and processing of Personal Data, require any necessary amendments to Personal Data or refuse or withdraw the consents herein, without cost, by contacting in writing Participant's local human resources representative.

Australia

Securities Law Notice. This disclosure has been prepared in connection with offers to employees in Australia under the Plan and the Agreement (copies of which are enclosed). It has been prepared to ensure that this grant and any other grant under the Plan (the “Offer”) satisfies the conditions for exemptions granted by the Australian Securities and Investments Commission (“ASIC”) under ASIC Class order 14/1000.

Any advice given to you in connection with the Offer is general advice only. It does not take into account the objectives, financial situation and needs of any particular person. No financial product advice is provided in the documentation relating to the Plan and nothing in the documentation should be taken to constitute a recommendation or statement of opinion that is intended to influence you in making a decision to participate in the Plan. This means that you should consider obtaining your own financial product advice from an independent person who is licensed by the ASIC to give such advice. LivePerson, Inc. will make available upon your request the Australian dollar equivalent of the current market price of the underlying Shares subject to your RSUs. You can get those details by contacting Human Resources.

Issue of RSUs. RSUs will be issued for no consideration.

Risks of Participation in the Plan. Participation in the Plan and acquiring Shares in LivePerson, Inc. carries inherent risks. You should carefully consider these risks in light of your investment objectives and personal circumstances.

Settlement in Shares Only. Notwithstanding any discretion in the Plan or the RSU Agreement to the contrary, settlement of the Restricted Stock Units shall be in Shares only and not, in whole or in part, in the form of cash.

France

Foreign Exchange Information. Residents of France with foreign account balances in excess of EUR 1 million or its equivalent must report monthly to the Bank of France.

Consent to Receive Information in English. Participant confirms he or she has read and understands the documents relating to this grant (the Plan and this Agreement) which were provided to Participant in the English language. Participant accepts the terms of those documents accordingly. *Vous confirmez avoir lu et compris les documents relatifs à cette attribution (le Plan et ce Contrat) qui vous ont été communiqués en langue anglaise. Vous en acceptez les termes en connaissance de cause.*

Israel

Sub-Plan for Israeli Participants. Your RSUs are granted under the Sub-Plan for Israeli Participants (the “Israeli Sub-Plan”), which is considered part of the Plan. The terms used herein shall have the meaning ascribed to them in the Plan or Israeli Sub-Plan. In the event of any conflict, whether explicit or implied, between the provision of this Agreement and the Israeli Sub-Plan, the provisions set out in the Israeli Sub-Plan shall prevail. By accepting this grant, you acknowledge that a copy of the Israeli Sub-Plan has been provided to you. The Israeli Sub-Plan may also be obtained by contacting Human Resources.

Further Acknowledgement. Participant also (iii) declares that she/he is familiar with Section 102 and the regulations and rules promulgated thereunder, including without limitations the provisions of the tax route applicable to the RSUs, and agrees to comply with such provisions, as amended from time to time, provided that if such terms are not met, Section 102 may not apply, and (iv) agrees to the terms and conditions of the trust deed signed between the Trustee and the Company and/or the applicable Subsidiary, which is available for the Participant’s review, during normal working hours, at Company’s offices, (v) acknowledges that releasing the RSUs and Shares from the control of the Trustee prior to the termination of the Holding Period constitutes a violation of the terms of Section 102 and agrees to bear the relevant sanctions, (vi) authorizes the Company and/or the applicable Subsidiary to provide the Trustee with any information required for the purpose of administering the Plan including executing its obligations under the Ordinance, the trust deed and the trust agreement, including without limitation information about his/her RSUs, Shares, income tax rates, salary bank account, contact details and identification number, (vii) declares that he/she is a resident of the State of Israel for tax purposes on the grant date and agrees to notify the Company upon any change in the residence address indicated above and acknowledges that if his/her engagement with the Company or Subsidiary is terminated and he/she is no longer employed by the Company or any Subsidiary, the RSUs and Shares shall remain subject to Section 102, the trust agreement, the Plan and this Agreement; (viii) understands and agrees that if he/she ceases to be employed or engaged by an Israeli resident Subsidiary but remains employed by the Company or any Subsidiary thereof, all unvested RSUs shall be forfeited to the Company with all rights of the Participant to such RSUs immediately terminating prior to his/her termination of employment or services, and any Shares already issued upon the previous vesting of RSUs shall remain subject to Section 102, the trust agreement, the Plan and this Agreement; (ix) warrants and undertakes that at the time of grant of the RSUs herein, or as a consequence of the grant, the Participant is not and will not become a holder of a “controlling interest” in the Company, as such term is defined in Section 32(9) of the Ordinance, (x) the grant of RSUs is conditioned upon the Participant signing all documents requested by the Company or the Trustee.

Section 102 Capital Gains Trustee Route. The RSUs are intended to be subject to the Capital Gains Route under Section 102 of the Ordinance, subject to you consenting to the requirements of such tax route by accepting the terms of this agreement and the grant of RSUs, and subject further to the compliance with all the terms and conditions of such tax route. Under the Capital Gains Route tax is only due upon sale of the Shares or upon release of the Shares from the holding or control of the Trustee.

Trustee Arrangement. The RSUs, the Shares issued upon vesting and/or any additional rights, including without limitation any right to receive any dividends or any shares received as a result of an adjustment made under the Plan that may be granted in connection with the RSUs (the “Additional Rights”), shall be issued to or controlled by the Trustee for the benefit of the Participant under the provisions of the 102 Capital Gains Route and will be controlled by the Trustee for at least the period stated in Section 102 of the Ordinance and the Income Tax Rules (Tax Benefits in Share Issuance to Employees) 5763-2003 (the “Rules”). In the event the RSUs do not meet the requirements of Section 102 of the Ordinance, such RSUs and the underlying Shares shall not qualify for the favorable tax treatment under Section 102 of the Ordinance. The Company makes no representations or guarantees that the RSUs will qualify for favorable tax treatment and will not be liable or responsible if favorable tax treatment is not available under Section 102 of the Ordinance. Any fees associated with any exercise, sale, transfer or any act in relation to the RSUs shall be borne by the Participant and the Trustee and/or the Company and/or any Subsidiary shall be entitled to withhold or deduct such fees from payments otherwise due to you from the Company or a Subsidiary or the Trustee.

Restrictions on Sale. In accordance with the requirements of Section 102 of the Ordinance and the Capital Gains Route, the Participant shall not sell nor transfer the Shares or Additional Rights from the Trustee until the end of the required Holding Period. Notwithstanding the above, if any such sale or transfer occurs before the end of the required Holding Period, the sanctions under Section 102 shall apply to and shall be borne by the Participant.

Tax Treatment. The following language supplements Section 5 of the Agreement: The RSUs are intended to be taxed in accordance with Section 102, subject to full and complete compliance with the terms of Section 102. Participants with dual residency for tax purposes may be subject to taxation in several jurisdictions.

Any Tax imposed in respect of the RSUs and/or Shares, including, but not limited to, the grant of RSUs, and/or the vesting, transfer, waiver, or expiration of RSUs and/or Shares, and/or the sale of Shares, shall be borne solely by the Participant, and in the event of death, by the Participant's heirs. The Company, any Subsidiary, the Trustee or anyone on their behalf shall not be required to bear the aforementioned Taxes, directly or indirectly, nor shall they be required to gross up such Tax in the Participant's salaries or remuneration. The applicable Tax shall be withheld from the proceeds of sale of Shares or shall be paid to the Company or a Subsidiary or the Trustee by the Participant. Without derogating from the aforementioned, the Company or a Subsidiary or the Trustee shall be entitled to withhold Taxes as it deems complying with applicable law and to deduct any Taxes from payments otherwise due to the Participant from the Company or a Subsidiary or the Trustee. The ramifications of any future modification of applicable law regarding the taxation of the RSUs granted to the Participant shall apply to the Participant accordingly and the Participant shall bear the full cost thereof, unless such modified laws expressly provide otherwise.

The issuance of the Shares upon the vesting of RSUs or in respect thereto, shall be subject to the full payments of any Tax (if applicable).

Securities Law. The Company may rely on an exemption under applicable securities laws such that a prospectus in relation to the Plan will not be filed with the Israel Securities Authority. If required by law, copies of the Plan and the Form S-8 registration statement for the Plan filed with the U.S. Securities and Exchange Commission will be made available by Human Resources upon Participant's request.

Italy

Data Privacy Consent. Pursuant to Legislative Decree no. 196/2003, the Controller of personal data processing is LivePerson, Inc., with registered offices at 475 Tenth Avenue, New York, New York 10018, USA, and its Representative in Italy for privacy purposes is the EMEA HR Business Partner.

I understand that Personal Data processing related to the purposes specified above shall take place under automated or non-automated conditions, anonymously when possible, that comply with the purposes for which Personal Data are collected and with confidentiality and security provisions as set forth by applicable laws and regulations, with specific reference to Legislative Decree no. 196/200.

The processing activity, including the communication and transfer of my Personal Data abroad, including outside of the European Union, as herein specified and pursuant to applicable laws and regulations, does not require my consent thereto as the processing is necessary for the performance of contractual obligations related to the implementation, administration and management of the Plan. I understand that the use of my Personal Data will be minimized where it is not necessary for the implementation, administration and management of the Plan. I further understand that, pursuant to Section 7 of the Legislative Decree no. 196/2003, I have the right to, including but not limited to, access, delete, update, ask for rectification of my Personal Data and stop, for legitimate reason, the Personal Data processing. Furthermore, I am aware that my Personal Data will not be used for direct marketing purposes.

Japan

Foreign Exchange Information. If you acquire Shares valued at more than ¥100,000,000 in a single transaction, you must file a Securities Acquisition Report with the Ministry of Finance (“MOF”) through the Bank of Japan within 20 days of the exercise of the Shares.

United Kingdom

Settlement in Shares Only. Notwithstanding any discretion in the Plan, the RSU Agreement to the contrary, settlement of the Restricted Stock Units shall be in Shares only and not, in whole or in part, in the form of cash.

Withholding of Tax. This provision supplements Section 5 of the RSU Agreement: If payment or withholding of the Tax-Related Items is not made within ninety (90) days of the event giving rise to the Tax-Related Items (the “*Due Date*”) or such other period specified in Section 222(1)(c) of the U.K. Income Tax (Earnings and Pensions) Act 2003, the amount of any uncollected Tax-Related Items will constitute a loan owed by Participant to the Employer, effective on the Due Date. Participant agrees that the loan will bear interest at the then-current Official Rate of Her Majesty’s Revenue and Customs (“*HMRC*”), it will be immediately due and repayable, and the Company or the employer may recover it at any time thereafter by any of the means referred to in Section 5 of the RSU Agreement. Notwithstanding the foregoing, if Participant is a director or executive officer of the Company (within the meaning of Section 13(k) of the U.S. Securities and Exchange Act of 1934, as amended), Participant will not be eligible for such a loan to cover the Tax-Related Items. In the event that Participant is a director or executive officer and the Tax-Related Items are not collected from or paid by Participant by the Due Date, the amount of any uncollected Tax-Related Items will constitute a benefit to Participant on which additional income tax and national insurance contributions will be payable. Participant will be responsible for reporting and paying any income tax due on this additional benefit directly to HMRC under the self-assessment regime.

LIVEPERSON, INC.

2009 STOCK INCENTIVE PLAN

RESTRICTED STOCK UNIT AWARD AGREEMENT

LivePerson, Inc., a Delaware corporation (the “Company”), hereby grants to the person named below (the “Participant”) Restricted Stock Units, subject to all of the terms, definitions and provisions of this Restricted Stock Unit Award Agreement (this “RSU Agreement”) and the LivePerson, Inc. 2009 Stock Incentive Plan (the “Plan”), which is incorporated herein by reference, as follows:

Participant Name Robert LoCascio

Grant Date 12/28/2017

Number of Restricted Stock Units 250,000

Unless otherwise defined in this RSU Agreement, the terms used in this RSU Agreement shall have the meanings defined in the Plan. In the event of a conflict between the terms and conditions of the Plan and the terms and conditions of this RSU Agreement, the terms and conditions of the Plan will prevail. Reference is also made to that certain Employment Agreement entered into by and between the Participant and the Company (the “Employment Agreement”).

For purposes of this RSU Agreement, “Company” or “LivePerson” shall include LivePerson, Inc. and any other affiliated entity to which the Participant provides services provided such entity’s employees, officers, directors, consultants, or advisors are generally eligible to receive Restricted Stock Unit Awards under the Plan.

1. Vesting Schedule. One-third of the total Number of Restricted Stock Units will vest on each of the first (1st), second (2nd), and third (3rd) annual anniversaries of the Grant Date, provided that Participant’s continuous service relationship with the Company continues through each such applicable vesting date.

Restricted Stock Units scheduled to vest on a certain date or upon the occurrence of a certain condition will not vest in accordance with any of the provisions of this RSU Agreement unless Participant has continuously and actively remained at all times since the Grant Date, an employee, officer, director, consultant or advisor to the Company (an “Eligible Participant”). For purposes of this RSU Agreement and participation in the Plan, termination as an Eligible Participant will be deemed to be as of the date that Participant is no longer actively providing services to the Company or its subsidiary or affiliate and will not be extended by any notice period or “garden leave” that may be required contractually or under applicable law unless otherwise determined by the Board in its sole discretion. Notwithstanding the foregoing, the Board (or any delegate) shall have the

sole discretion to determine when Participant is no longer employed or providing services for purposes of this Award and participation in the Plan.

2. Company's Obligation to Pay. Each Restricted Stock Unit represents the right to receive a share of the Company's Common Stock ("Share") on or after the Restricted Stock Unit vests. Unless and until the Restricted Stock Units have vested in the manner set forth in Section 1 above, Participant will have no right to payment of any Shares. Prior to actual payment of any Shares, such Restricted Stock Unit will represent an unsecured obligation of the Company. Within one (1) month following the date Restricted Stock Units vest, such Restricted Stock Units will be automatically settled and paid to Participant (or in the event of Participant's death, his or her estate) in whole Shares, subject to Participant satisfying any applicable tax, withholding or other obligations as set forth in Section 6 below.

3. Forfeiture upon Termination as an Eligible Participant; Treatment in the event of a Reorganization Event. Notwithstanding any contrary provision of this RSU Agreement, in the event of Participant's termination as an Eligible Participant for any or no reason, the vesting of the Restricted Stock Units shall be governed in accordance with Section 7(a), 7(b), 7(c) or 7(d) of the Employment Agreement, as applicable. Any Restricted Stock Units that have not vested as of such termination and do not vest as a result of such termination in accordance with the immediately preceding sentence will be immediately forfeited without consideration, effective as of such termination date. The Company shall have the sole discretion to determine when Participant's termination as an Eligible Participant occurs. Further, notwithstanding anything stated herein or the Plan, if this Award is not assumed or substituted in connection with a Reorganization Event, this Award shall terminate in its entirety immediately following such Reorganization Event; provided, however, that if the Reorganization Event constitutes a Change in Control (as defined in the Employment Agreement), this Award shall be treated in accordance with Section 8 of the Employment Agreement.

4. Inappropriate Activity. To the extent permitted by applicable law, if at any time Participant violates the non-competition or confidentiality provisions of any employment contract, confidentiality and nondisclosure agreement or other agreement between the Participant and the Company, this Award shall terminate in its entirety immediately upon such violation.

5. Leave of Absence. Except for any unpaid leave that is required by, or approved pursuant to, any statute, regulation or applicable law and except as otherwise required by applicable law, regulation or rule, the vesting schedule in effect under Section 1 above shall be frozen as of the first day of any unpaid authorized leave, and the Restricted Stock Units shall not become vested for any additional installments during the period Participant remains on such unpaid leave. For any paid authorized leave, or any unpaid leave that is required by, or approved pursuant to, any statute, regulation or applicable law or where vesting is otherwise required by applicable law, regulation or rule, the vesting schedule in effect under Section 1 above shall continue during the period Participant remains on such leave. For the avoidance of doubt, any unpaid vacation will not be treated as any type of leave for purposes of this RSU Agreement.

6. Tax Obligations. As a condition to the grant, vesting, and settlement of the Restricted Stock Units, Participant acknowledges that, regardless of any action taken by the Company or, if

different, Participant's employer (the "Employer"), the ultimate liability for all income tax, social insurance, payroll tax, fringe benefits tax, payment on account or other tax-related items or required deductions or payments legally applicable to him or her and related to the receipt, vesting or settlement of (or otherwise in relation to) the Restricted Stock Units, the issuance or subsequent sale of the Shares allocated to the Restricted Stock Units, or the participation in the Plan ("Tax-Related Items") is and remains Participant's responsibility and may exceed the amount actually withheld by the Company or the Employer. Participant further acknowledges and agrees that Participant is solely responsible for filing all relevant documentation that may be required in relation to the Restricted Stock Units or any Tax-Related Items (other than filings or documentation that is the specific obligation of the Company or any affiliate thereof pursuant to applicable laws, regulations or rules), such as, but not limited to, personal income tax returns or reporting statements in relation to the receipt, vesting or settlement of the Restricted Stock Units, the issuance of the Shares allocated to the Restricted Stock Units, the holding of Shares or any bank or brokerage account, the subsequent sale of Shares, and the receipt of any dividends.

Participant further acknowledges that the Company and/or the Employer: (i) make no representations or undertakings regarding the treatment of any Tax-Related Items in connection with any aspect of the Restricted Stock Units, including, but not limited to, the receipt, vesting or settlement of the Restricted Stock Units, the issuance or subsequent sale of the Shares allocated to the Restricted Stock Units and the receipt of any dividends; and (ii) do not commit to and are under no obligation to structure the terms of the grant or any aspect of the Restricted Stock Units to reduce or eliminate Participant's liability for Tax-Related Items or achieve any particular tax result. Participant also understands that applicable law, regulations or rules may require varying Restricted Stock Unit or Share valuation methods for purposes of calculating Tax-Related Items, and the Company assumes no responsibility or liability in relation to any such valuation or for any calculation or reporting of income or Tax-Related Items that may be required of Participant under applicable laws, regulations or rules.

Further, if Participant is subject to Tax-Related Items in more than one jurisdiction between the Grant Date and the date of any relevant taxable or tax withholding event, as applicable, Participant acknowledges that the Company and/or the Employer (or former employer, as applicable) may be required to withhold or account for Tax-Related Items in more than one jurisdiction.

Prior to the relevant taxable or tax withholding event, as applicable, Participant agrees to make adequate arrangements satisfactory to the Company and/or the Employer to satisfy all Tax-Related Items. In this regard, Participant authorizes the Company and/or the Employer, or their respective agents, at their discretion, to satisfy their tax and/or withholding obligations with regard to all Tax-Related Items by (i) withholding from Participant's wages or other compensation paid to Participant by the Company or the Employer, (ii) withholding from proceeds of the sale of Shares acquired pursuant to the Restricted Stock Units either through a voluntary sale or through a mandatory sale arranged by the Company (on Participant's behalf pursuant to this authorization) without further consent, (iii) withholding Shares that would otherwise be issued upon settlement

of the Restricted Stock Units or (iv) such other method as determined by the Company or the Employer to be in compliance with applicable laws, regulations or rules.

Depending on the method of satisfying the tax and/or withholding obligations with regard to the Tax-Related Items, the Company may withhold or account for Tax-Related Items by considering applicable minimum statutory withholding amounts or other applicable tax or withholding rates, including maximum applicable rates, in which case Participant will receive a refund of any over-withheld or over-paid amount in cash and will have no entitlement to the Share equivalent.

7. Rights as Stockholder. Until the issuance of the Shares subject to this Award (as evidenced by the appropriate entry on the books of the Company or of a duly authorized transfer agent of the Company), no right to vote or receive dividends or any other rights as a holder of capital stock shall exist with respect to this Award. No adjustment will be made for a dividend or other right for which the record date is prior to the date the Shares are issued, except as provided in Section 8 below and Section 9 of the Plan.

8. Dividend Equivalents. Unless otherwise set forth in the Country-Specific Addendum (as defined below), if the Company declares a dividend on its Common Stock, Participant will be entitled to receive a Dividend Equivalent payment equal to (i) the amount of such dividend declared and paid with respect to one share of Common Stock, multiplied by (ii) the number of Restricted Stock Units subject to this RSU Agreement, if any, that are outstanding on the applicable dividend record date with respect to such dividend payment date. Dividend Equivalents will not be credited with interest. Unless otherwise set forth in the Country-Specific Addendum, Dividend Equivalents with respect to outstanding Restricted Stock Units subject to this RSU Agreement shall be paid in the same form that dividends are paid on the Shares and shall be paid on the date on which the Company issues the Shares underlying such Restricted Stock Units in accordance with this Award Agreement. The Board may prospectively change the method of crediting Dividend Equivalents as it, in its sole discretion, determines appropriate from time to time provided that such change does not have a material adverse tax effect on Participant.

9. No Guarantee of Continued Service or Grants. PARTICIPANT ACKNOWLEDGES AND AGREES THAT THE VESTING OF THE RESTRICTED STOCK UNITS PURSUANT TO THE VESTING SCHEDULE HEREOF IS EARNED ONLY BY CONTINUING AS A SERVICE PROVIDER AT THE WILL OF THE COMPANY (OR THE EMPLOYER) AND NOT THROUGH THE ACT OF BEING HIRED, BEING GRANTED THIS AWARD OF RESTRICTED STOCK UNITS OR ACQUIRING SHARES HEREUNDER. PARTICIPANT FURTHER ACKNOWLEDGES AND AGREES THAT THIS RSU AGREEMENT, THE TRANSACTIONS CONTEMPLATED HEREUNDER AND THE VESTING SCHEDULE SET FORTH HEREIN DO NOT CONSTITUTE AN EXPRESS OR IMPLIED PROMISE OF CONTINUED ENGAGEMENT AS A SERVICE PROVIDER FOR THE VESTING PERIOD, FOR ANY PERIOD, OR AT ALL, AND WILL NOT INTERFERE IN ANY WAY WITH PARTICIPANT'S RIGHT OR THE RIGHT OF THE COMPANY (OR THE EMPLOYER) TO TERMINATE PARTICIPANT'S RELATIONSHIP AS A SERVICE PROVIDER AT ANY TIME, WITH OR WITHOUT CAUSE (SUBJECT TO APPLICABLE LAWS).

Participant also acknowledges and agrees that: (a) the Plan is established voluntarily by the Company, it is discretionary in nature and it may be modified, amended, suspended or terminated by the Company at any time; (b) the grant of Restricted Stock Units is voluntary and occasional and does not create any contractual or other right to receive future grants of Restricted Stock Units, or benefits in lieu of Restricted Stock Units even if Restricted Stock Units have been granted repeatedly in the past; (c) all decisions with respect to future awards of Restricted Stock Units, if any, will be at the sole discretion of the Company; (d) Participant's participation in the Plan is voluntary; (e) the Restricted Stock Units and the Shares subject to the Restricted Stock Units are extraordinary items that do not constitute regular compensation for services rendered to the Company or the Employer, and that are outside the scope of Participant's employment contract, if any; (f) the Restricted Stock Units and the Shares subject to the Restricted Stock Units are not intended to replace any pension rights or compensation; (g) the Restricted Stock Units and the Shares subject to the Restricted Stock Units are not part of normal or expected compensation or salary for any purposes, including, but not limited to, calculating any severance, resignation, termination, redundancy, dismissal, or end of service payments, bonuses, long-service awards, pension or retirement or welfare benefits or similar payments and in no event should be considered as compensation for, or relating in any way to, past services for the Company or the Employer.

10. No Advice Regarding Grant. The Company is not providing any tax, legal or financial advice, nor is the Company making any recommendations regarding Participant's participation in the Plan, or Participant's acquisition or sale of the Shares underlying this Award. Participant is hereby advised to consult with his or her own personal tax, legal and financial advisors regarding Participant's participation in the Plan before taking any action related to the Plan.

11. Address for Notices. Any notice to be given to the Company under the terms of this RSU Agreement will be addressed to the Company, in care of its Secretary at LivePerson, Inc., 475 Tenth Avenue, New York, New York 10018, or at such other address as the Company may hereafter designate in writing.

12. Non-Transferability of Restricted Stock Units. The Restricted Stock Units shall not be transferable other than by will or the laws of descent and distribution. The designation of a beneficiary does not constitute a transfer.

13. Binding Agreement. Subject to the limitation on the transferability of this grant contained herein, the Restricted Stock Units, as evidenced by this RSU Agreement and the Plan, will be binding upon and inure to the benefit of the heirs, legatees, legal representatives, successors and assigns of the parties hereto.

14. Additional Conditions to Issuance of Shares. If at any time the Company will determine, in its discretion, that the listing, registration or qualification of this Award or the Shares upon any securities exchange or under any state, federal or foreign law, or the consent or approval of any governmental regulatory authority is necessary or desirable as a condition to the grant of this Award or the issuance of Shares to Participant (or his or her estate), such grant or issuance will not occur unless and until such listing, registration, qualification, consent or approval will have been effected or obtained free of any conditions not acceptable to the Company. Where the Company determines that the grant of this Award or the delivery of the payment of any Shares will violate federal securities laws or other applicable laws, the Company will defer the grant of this Award or

the delivery until the earliest date at which the Company reasonably anticipates that the grant of this Award or the delivery of Shares will no longer cause such violation. The Company will make all reasonable efforts to meet the requirements of any such state, federal or foreign law or securities exchange and to obtain any such consent or approval of any such governmental authority. The Company shall not be obligated to treat this Award as outstanding or issue any Shares pursuant to this Award at any time if the grant of this Award or the issuance of Shares pursuant to this Award violates or is not in compliance with any laws, rules or regulations of the United States or any state or country.

Furthermore, the Company reserves the right to impose other requirements on Participant's participation in the Plan, this Award and on any Shares acquired under the Plan, to the extent the Company determines it is necessary or advisable in order to comply with applicable law or facilitate the administration of the Plan, and to require Participant to sign any additional agreements or undertakings that may be necessary to accomplish the foregoing. Furthermore, Participant understands that the laws of the country in which he or she is resident at the time of grant or vesting of the this Award or the holding or disposition of Shares or receipt of dividends (or dividend equivalent units), if any (including any rules or regulations governing securities, foreign exchange, tax, labor or other matters) may restrict or prevent the grant of this Award or the issuance of Shares or may subject Participant to additional procedural or regulatory requirements he or she is solely responsible for and will have to independently fulfill in relation to this Award or the Shares. Notwithstanding any provision herein, this Award and any Shares shall be subject to any special terms and conditions or disclosures as set forth in any addendum for Participant's country (the "Country-Specific Addendum," which forms part this RSU Agreement).

15. Board Authority. The Board will have the power to interpret the Plan and this RSU Agreement and to adopt such rules for the administration, interpretation and application of the Plan and this RSU Agreement as are consistent therewith and to interpret or revoke any such rules (including, but not limited to, the determination of whether or not any Restricted Stock Units have vested). All actions taken and all interpretations and determinations made by the Board in good faith will be final and binding upon Participant, the Company and all other interested persons. No member of the Board will be personally liable for any action, determination or interpretation made in good faith with respect to the Plan or this RSU Agreement.

16. Electronic Delivery and Language. The Company may, in its sole discretion, decide to deliver any documents related to this Award, any future restricted stock units or other equity awards granted by the Company, whether under the Plan or otherwise, or any other Company securities by electronic means or request Participant's consent to participate in the Plan by electronic means. Participant hereby consents to receive such documents by electronic delivery and agrees to participate in the Plan through any on-line or electronic system established and maintained by the Company or another third party designated by the Company. If Participant has received this RSU Agreement, including appendices, or any other document related to the Plan translated into a language other than English, and the meaning of the translated version is different than the English version, the English version will control.

17. Captions. Captions provided herein are for convenience only and are not to serve as a basis for interpretation or construction of this RSU Agreement.

18. Agreement Severable. In the event that any provision in this RSU Agreement will be held invalid or unenforceable, such provision will be severable from, and such invalidity or unenforceability will not be construed to have any effect on, the remaining provisions of this RSU Agreement.

19. Modifications to the Agreement. This RSU Agreement and the Plan constitutes the entire understanding of the parties on the subjects covered. Participant expressly warrants that he or she is not accepting this RSU Agreement in reliance on any promises, representations, or inducements other than those contained herein. Modifications to this RSU Agreement or the Plan can be made only in an express written contract executed by a duly authorized officer of the Company. Notwithstanding anything to the contrary in the Plan or this RSU Agreement, the Company reserves the right to revise this RSU Agreement as it deems necessary or advisable, in its sole discretion and without the consent of Participant, to comply with Section 409A of the Code or to otherwise avoid imposition of any additional tax or income recognition under Section 409A of the Code in connection to this Award of Restricted Stock Units.

20. Data Privacy. *Participant hereby explicitly and unambiguously consents to the collection, use and transfer, in electronic or other form, of Participant's personal data as described in this RSU Agreement by and among, as applicable, the Company and its affiliates for the exclusive purpose of implementing, administering and managing Participant's participation in the Plan. Participant understands that refusal or withdrawal of consent may affect Participant's ability to participate in the Plan or to realize benefits from this Award. Participant understands that the Company and its affiliates may hold certain personal information about Participant, including, but not limited to, Participant's name, home address and telephone number, date of*

birth, social insurance number or other identification number, salary, nationality, job title, any shares of stock or directorships held in the Company or any affiliate, details of all Restricted Stock Units or any other entitlement to shares of stock awarded, canceled, exercised, vested, unvested or outstanding in Participant's favor, for the exclusive purpose of implementing, administering and managing the Plan ("Personal Data"). Participant understands that Personal Data may be transferred to any affiliates or third parties assisting in the implementation, administration and management of the Plan, that these recipients may be located in the United States, Participant's country (if different than the United States), or elsewhere, and that the recipient's country may have different data privacy laws and protections than Participant's country.

21. Foreign Exchange Fluctuations and Restrictions. Participant understands and agrees that the future value of the underlying Shares is unknown and cannot be predicted with certainty and may decrease. Participant also understands that neither the Company, nor any affiliate is responsible for any foreign exchange fluctuation between local currency and the United States Dollar or the selection by the Company or any affiliate in its sole discretion of an applicable foreign currency exchange rate that may affect the value of the Restricted Stock Units or Shares received (or the calculation of income or Tax-Related Items thereunder). Participant understands and agrees that any cross-border remittance made to transfer proceeds received upon the sale of Shares must be made through a locally authorized financial institution or registered foreign exchange agency, and may require the Participant to provide such entity with certain information regarding the transaction.

22. Amendment, Suspension or Termination of the Plan. By accepting this Award represented by this RSU Agreement, Participant expressly warrants that he or she has received an Award of Restricted Stock Units under the Plan, and has received, read and understood the Plan. Participant understands that the Plan is discretionary in nature and may be amended, suspended or terminated by the Company at any time.

23. Choice of Law and Forum. This RSU Agreement shall be governed by, and construed in accordance with, the laws of the State of New York without regard to principles of conflict of laws. For purposes of resolving any dispute that may arise directly or indirectly from this RSU Agreement, the parties hereby agree that any such dispute that cannot be resolved by the parties be submitted to the exclusive jurisdiction of the state courts of New York or the federal courts for the United States for the Southern District of New York.

By Participant's acceptance of this RSU Agreement, Participant and the Company agree that this Award of Restricted Stock Units is granted under and governed by the terms and conditions of this RSU Agreement (including the Country-Specific Addendum) and the Plan, and any ancillary documents, all of which are being delivered simultaneously with, and made a part of, this RSU Agreement. In addition, Participant acknowledges and agrees that Participant has reviewed the Plan and this RSU Agreement in their entirety, has had an opportunity to obtain the advice of counsel prior to accepting this RSU Agreement and fully understand all provisions of the Plan and this RSU Agreement. Participant hereby agrees to accept as binding, conclusive and final all decisions or interpretations of the Board upon any questions relating to the Plan and this RSU Agreement.

Participant further agrees to promptly notify the Company in writing upon any change in Participant's residence address.

Country-Specific Addendum to the RSU Agreement

This Addendum includes additional country-specific notices, disclaimers, and/or terms and conditions that apply to individuals in the countries listed below and that may be material to Participant's participation in the Plan. Participant is solely responsible for any obligations outlined, as well as general tax or other obligations that may apply. As local laws are often complex and change frequently and the information provided is general in nature and may not apply to Participant's specific situation, the Company cannot assure Participant of any particular result, and Participant should seek professional legal and tax advice. This Addendum forms part of the RSU Agreement and should be read in conjunction with the RSU Agreement and the Plan. Unless otherwise noted, capitalized terms shall take the same definitions assigned to them under the Plan and the RSU Agreement.

Securities Law Notice: Unless otherwise noted, neither the Company nor the Shares are registered with any local stock exchange or under the control of any local securities regulator outside the United States. The Plan, grant documentation, and any other communications or materials that Participant may receive regarding participation in the Plan do not constitute advertising or an offering of securities outside the United States. The issuance of securities described in any Plan-related documents is not intended for public offering or circulation in Participant's jurisdiction.

European Union **Data Privacy.** The following supplements the Section 20 of the RSU Agreement:

Participant understands that Personal Data will be held only as long as is necessary to implement, administer and manage Participant's participation in the Plan. Participant understands that he or she may, at any time, view his or her Personal Data, request additional information about the storage and processing of Personal Data, require any necessary amendments to Personal Data or refuse or withdraw the consents herein, without cost, by contacting in writing Participant's local human resources representative.

Australia **Securities Law Notice.** This disclosure has been prepared in connection with offers to employees in Australia under the Plan and the Agreement (copies of which are enclosed). It has been prepared to ensure that this grant and any other grant under the Plan (the "Offer") satisfies the conditions for exemptions granted by the Australian Securities and Investments Commission ("ASIC") under ASIC Class order 14/1000.

Any advice given to you in connection with the Offer is general advice only. It does not take into account the objectives, financial situation and needs of any particular person. No financial product advice is provided in the documentation relating to the Plan and nothing in the documentation should be taken to constitute a recommendation or statement of opinion that is intended to influence you in making a decision to participate in the Plan. This means that you should consider obtaining your own financial product advice from an independent person who is licensed by the ASIC to give such advice. LivePerson, Inc. will make available upon your request the Australian dollar equivalent of the current market price of the underlying Shares subject to your RSUs. You can get those details by contacting Human Resources.

Issue of RSUs. RSUs will be issued for no consideration.

Risks of Participation in the Plan. Participation in the Plan and acquiring Shares in LivePerson, Inc. carries inherent risks. You should carefully consider these risks in light of your investment objectives and personal circumstances.

Settlement in Shares Only. Notwithstanding any discretion in the Plan or the RSU Agreement to the contrary, settlement of the Restricted Stock Units shall be in Shares only and not, in whole or in part, in the form of cash.

France

Foreign Exchange Information. Residents of France with foreign account balances in excess of EUR 1 million or its equivalent must report monthly to the Bank of France.

Consent to Receive Information in English. Participant confirms he or she has read and understands the documents relating to this grant (the Plan and this Agreement) which were provided to Participant in the English language. Participant accepts the terms of those documents accordingly. *Vous confirmez avoir lu et compris les documents relatifs à cette attribution (le Plan et ce Contrat) qui vous ont été communiqués en langue anglaise. Vous en acceptez les termes en connaissance de cause.*

Israel

Sub-Plan for Israeli Participants. Your RSUs are granted under the Sub-Plan for Israeli Participants (the “Israeli Sub-Plan”), which is considered part of the Plan. The terms used herein shall have the meaning ascribed to them in the Plan or Israeli Sub-Plan. In the event of any conflict, whether explicit or implied, between the provision of this Agreement and the Israeli Sub-Plan, the provisions set out in the Israeli Sub-Plan shall prevail. By accepting this grant, you acknowledge that a copy of the Israeli Sub-Plan has been provided to you. The Israeli Sub-Plan may also be obtained by contacting Human Resources.

Further Acknowledgement. Participant also (iii) declares that she/he is familiar with Section 102 and the regulations and rules promulgated thereunder, including without limitations the provisions of the tax route applicable to the RSUs, and agrees to comply with such provisions, as amended from time to time, provided that if such terms are not met, Section 102 may not apply, and (iv) agrees to the terms and conditions of the trust deed signed between the Trustee and the Company and/or the applicable Subsidiary, which is available for the Participant’s review, during normal working hours, at Company’s offices, (v) acknowledges that releasing the RSUs and Shares from the control of the Trustee prior to the termination of the Holding Period constitutes a violation of the terms of Section 102 and agrees to bear the relevant sanctions, (vi) authorizes the Company and/or the applicable Subsidiary to provide the Trustee with any information required for the purpose of administering the Plan including executing its obligations under the Ordinance, the trust deed and the trust agreement, including without limitation information about his/her RSUs, Shares, income tax rates, salary bank account, contact details and identification number, (vii) declares that he/she is a resident of the State of Israel for tax purposes on the grant date and agrees to notify the Company upon any change in the residence address indicated above and acknowledges that if his/her engagement with the Company or Subsidiary is terminated and he/she is no longer employed by the Company or any Subsidiary, the RSUs and Shares shall remain subject to Section 102, the trust agreement, the Plan and this Agreement; (viii) understands and agrees that if he/she ceases to be employed or engaged by an Israeli resident Subsidiary but remains employed by the Company or any Subsidiary thereof, all unvested RSUs shall be forfeited to the Company with all rights of the Participant to such RSUs immediately terminating prior to his/her termination of employment or services, and any Shares already issued upon the previous vesting of RSUs shall remain subject to Section 102, the trust agreement, the Plan and this Agreement; (ix) warrants and undertakes that at the time of grant of the RSUs herein, or as a consequence of the grant, the Participant is not and will not become a holder of a “controlling interest” in the Company, as such term is defined in Section 32(9) of the Ordinance, (x) the grant of RSUs is conditioned upon the Participant signing all documents requested by the Company or the Trustee.

Section 102 Capital Gains Trustee Route. The RSUs are intended to be subject to the Capital Gains Route under Section 102 of the Ordinance, subject to you consenting to the requirements of such tax route by accepting the terms of this agreement and the grant of RSUs, and subject further to the compliance with all the terms and conditions of such tax route. Under the Capital Gains Route tax is only due upon sale of the Shares or upon release of the Shares from the holding or control of the Trustee.

Trustee Arrangement. The RSUs, the Shares issued upon vesting and/or any additional rights, including without limitation any right to receive any dividends or any shares received as a result of an adjustment made under the Plan that may be granted in connection with the RSUs (the “Additional Rights”), shall be issued to or controlled by the Trustee for the benefit of the Participant under the provisions of the 102 Capital Gains Route and will be controlled by the Trustee for at least the period stated in Section 102 of the Ordinance and the Income Tax Rules (Tax Benefits in Share Issuance to Employees) 5763-2003 (the “Rules”). In the event the RSUs do not meet the requirements of Section 102 of the Ordinance, such RSUs and the underlying Shares shall not qualify for the favorable tax treatment under Section 102 of the Ordinance. The Company makes no representations or guarantees that the RSUs will qualify for favorable tax treatment and will not be liable or responsible if favorable tax treatment is not available under Section 102 of the Ordinance. Any fees associated with any exercise, sale, transfer or any act in relation to the RSUs shall be borne by the Participant and the Trustee and/or the Company and/or any Subsidiary shall be entitled to withhold or deduct such fees from payments otherwise due to you from the Company or a Subsidiary or the Trustee.

Restrictions on Sale. In accordance with the requirements of Section 102 of the Ordinance and the Capital Gains Route, the Participant shall not sell nor transfer the Shares or Additional Rights from the Trustee

until the end of the required Holding Period. Notwithstanding the above, if any such sale or transfer occurs before the end of the required Holding Period, the sanctions under Section 102 shall apply to and shall be borne by the Participant.

Tax Treatment. The following language supplements Section 5 of the Agreement: The RSUs are intended to be taxed in accordance with Section 102, subject to full and complete compliance with the terms of Section 102. Participants with dual residency for tax purposes may be subject to taxation in several jurisdictions.

Any Tax imposed in respect of the RSUs and/or Shares, including, but not limited to, the grant of RSUs, and/or the vesting, transfer, waiver, or expiration of RSUs and/or Shares, and/or the sale of Shares, shall be borne solely by the Participant, and in the event of death, by the Participant's heirs. The Company, any Subsidiary, the Trustee or anyone on their behalf shall not be required to bear the aforementioned Taxes, directly or indirectly, nor shall they be required to gross up such Tax in the Participant's salaries or remuneration. The applicable Tax shall be withheld from the proceeds of sale of Shares or shall be paid to the Company or a Subsidiary or the Trustee by the Participant. Without derogating from the aforementioned, the Company or a Subsidiary or the Trustee shall be entitled to withhold Taxes as it deems complying with applicable law and to deduct any Taxes from payments otherwise due to the Participant from the Company or a Subsidiary or the Trustee. The ramifications of any future modification of applicable law regarding the taxation of the RSUs granted to the Participant shall apply to the Participant accordingly and the Participant shall bear the full cost thereof, unless such modified laws expressly provide otherwise.

The issuance of the Shares upon the vesting of RSUs or in respect thereto, shall be subject to the full payments of any Tax (if applicable).

Securities Law. The Company may rely on an exemption under applicable securities laws such that a prospectus in relation to the Plan will not be filed with the Israel Securities Authority. If required by law, copies of the Plan and the Form S-8 registration statement for the Plan filed with the U.S. Securities and Exchange Commission will be made available by Human Resources upon Participant's request.

Italy

Data Privacy Consent. Pursuant to Legislative Decree no. 196/2003, the Controller of personal data processing is LivePerson, Inc., with registered offices at 475 Tenth Avenue, New York, New York 10018, USA, and its Representative in Italy for privacy purposes is the EMEA HR Business Partner.

I understand that Personal Data processing related to the purposes specified above shall take place under automated or non-automated conditions, anonymously when possible, that comply with the purposes for which Personal Data are collected and with confidentiality and security provisions as set forth by applicable laws and regulations, with specific reference to Legislative Decree no. 196/200.

The processing activity, including the communication and transfer of my Personal Data abroad, including outside of the European Union, as herein specified and pursuant to applicable laws and regulations, does not require my consent thereto as the processing is necessary for the performance of contractual obligations related to the implementation, administration and management of the Plan. I understand that the use of my Personal Data will be minimized where it is not necessary for the implementation, administration and management of the Plan. I further understand that, pursuant to Section 7 of the Legislative Decree no. 196/2003, I have the right to, including but not limited to, access, delete, update, ask for rectification of my Personal Data and stop, for legitimate reason, the Personal Data processing. Furthermore, I am aware that my Personal Data will not be used for direct marketing purposes.

Japan

Foreign Exchange Information. If you acquire Shares valued at more than ¥100,000,000 in a single transaction, you must file a Securities Acquisition Report with the Ministry of Finance ("MOF") through the Bank of Japan within 20 days of the exercise of the Shares.

United Kingdom

Settlement in Shares Only. Notwithstanding any discretion in the Plan, the RSU Agreement to the contrary, settlement of the Restricted Stock Units shall be in Shares only and not, in whole or in part, in the form of cash.

Withholding of Tax. This provision supplements Section 5 of the RSU Agreement: If payment or withholding of the Tax-Related Items is not made within ninety (90) days of the event giving rise to the Tax-Related Items (the "**Due Date**") or such other period specified in Section 222(1)(c) of the U.K. Income Tax (Earnings and Pensions) Act 2003, the amount of any uncollected Tax-Related Items will constitute a

loan owed by Participant to the Employer, effective on the Due Date. Participant agrees that the loan will bear interest at the then-current Official Rate of Her Majesty's Revenue and Customs ("**HMRC**"), it will be immediately due and repayable, and the Company or the employer may recover it at any time thereafter by any of the means referred to in Section 5 of the RSU Agreement. Notwithstanding the foregoing, if Participant is a director or executive officer of the Company (within the meaning of Section 13(k) of the U.S. Securities and Exchange Act of 1934, as amended), Participant will not be eligible for such a loan to cover the Tax-Related Items. In the event that Participant is a director or executive officer and the Tax-Related Items are not collected from or paid by Participant by the Due Date, the amount of any uncollected Tax-Related Items will constitute a benefit to Participant on which additional income tax and national insurance contributions will be payable. Participant will be responsible for reporting and paying any income tax due on this additional benefit directly to HMRC under the self-assessment regime.

LIVEPERSON, INC.

2018 INDUCEMENT PLAN

(Effective as of January [], 2018)

1. Purpose

The purpose of this 2018 Inducement Plan (the “**Plan**”) of LivePerson, Inc., a Delaware corporation (the “**Company**”), is to help the Company provide an inducement to attract and retain the employment services of Eligible Individuals (as defined in the Plan), to motivate Eligible Individuals whose potential contributions are important to the success of the Company to accept an offer of employment by providing such Eligible Individuals with equity ownership opportunities, and to advance the interests of the Company’s stockholders by providing incentives to Eligible Individuals who are expected to make important contributions to the Company. Except where the context otherwise requires, the term “**Company**” shall include any of the Company’s present or future parent or subsidiary corporations and any other business venture (including, without limitation, joint venture or limited liability company) in which the Company has a controlling interest, as determined by the Board of Directors of the Company (the “**Board**”).

2. Eligibility

Persons who have not previously been an employee or director of the Company, or an individual following a bona fide period of non-employee with the Company (collectively, the “**Eligible Individuals**”) are eligible to be granted options (“**Options**”), stock appreciation rights (“**SARs**”), restricted stock, restricted stock units (“**RSUs**”) and other stock-and cash-based awards (each, an “**Award**”) under the Plan, in each case, as an inducement material to the individual’s entering into employment with the Company within the meaning of Rule 5635(c)(4) of the NASDAQ Listing Rules. Each Eligible Individual who is granted, and accepts, an Award under the Plan and commences employment with the Company is deemed a “**Participant**.”

3. Administration and Delegation

(a) *Administration by Board of Directors.* The Plan will be administered by the Board. The Board shall have authority to grant Awards and to adopt, amend and repeal such administrative rules, guidelines and practices relating to the Plan as it shall deem advisable. The Board may construe and interpret the terms of the Plan and any Award agreements entered into under the Plan. The Board may correct any defect, supply any omission or reconcile any inconsistency in the Plan or any Award in the manner and to the extent it shall deem expedient to carry the Plan into effect and it shall be the sole and final judge of such expediency. All decisions by the Board shall be made in the Board’s sole discretion and shall be final and binding on all persons having or claiming any interest in the Plan or in any Award.

(b) *Appointment of Committees.* To the extent permitted by applicable law, the Board may delegate any or all of its powers under the Plan to one or more committees or subcommittees of the Board (a “**Committee**”). All references in the Plan to the “**Board**” shall mean the Board or a Committee of the Board or the officers referred to in Section 3(c) to the extent that the Board’s powers or authority under the Plan have been delegated to such Committee or officers.

(c) *Delegation to Officers.* To the extent permitted by applicable law, the Board may delegate to one or more officers of the Company the power to grant Options and other Awards that constitute rights under Delaware law (subject to any limitations under the Plan) to Eligible Individuals and to exercise such other powers under the Plan as the Board may determine, provided that the Board shall fix the terms of the Awards to be granted by such officers (including the exercise price of the Awards, which may include a formula by which the exercise price will be determined) and the maximum number of shares subject to such Awards that the officers may grant; provided further, however, that no officer shall be authorized to grant Awards to any Eligible Individual whose potential position is anticipated to be designated, as of the date of hire, as (x) an “executive officer” of the Company (as defined by Rule 3b-7 under the Securities Exchange Act of 1934, as amended (the “**Exchange Act**”)) or (y) an “officer” of the Company (as defined by Rule 16a-1 under the Exchange Act). The Board may not delegate authority under this Section 3(c) to grant restricted stock, unless Delaware law then permits such delegation.

4. Stock Available for Awards

(a) Number of Shares; Share Counting.

(1) *Number of Shares.* Subject to adjustment under Section 9, Awards may be made under the Plan for up to the number of shares of common stock, \$0.001 par value per share, of the Company (the “Common Stock”) that is equal to 1,500,000 shares of Common Stock.

(2) *Fungible Share Pool.* Subject to adjustment under Section 9, any Award that is not a Full-Value Award shall be counted against the share limits specified in Sections 4(a)(1) as 1 share for each share of Common Stock subject to such Award and any Award that is a Full-Value Award shall be counted against the share limits specified in Sections 4(a)(1) as 1.5 shares for each 1 share of Common Stock subject to such Full-Value Award. “Full-Value Award” means any Restricted Stock Award or other Stock-Based Award with a per share price or per unit purchase price lower than 100% of Fair Market Value (as defined below) on the date of grant. To the extent a share that was subject to an Award that counted as 1 share is returned to the Plan pursuant to Section 4(a)(3), each applicable share reserve will be credited with 1 share. To the extent that a share that was subject to an Award that counts as 1.5 shares is returned to the Plan pursuant to Section 4(a)(3), each applicable share reserve will be credited with 1.5 shares.

(3) *Share Counting.* For purposes of counting the number of shares available for the grant of Awards under the Plan, (i) all shares of Common Stock covered by independent SARs shall be counted against the number of shares available for the grant of Awards; *provided, however*, that independent SARs that may be settled only in cash shall not be so counted; (ii) if any Award (A) expires or is terminated, surrendered or canceled without having been fully exercised or is forfeited in whole or in part (including as the result of shares of Common Stock subject to such Award being repurchased by the Company at the original issuance price pursuant to a contractual repurchase right) or (B) results in any Common Stock not being issued (including as a result of an independent SAR that was settleable either in cash or in stock actually being settled in cash), the unused Common Stock covered by such Award shall again be available for the grant of Awards; *provided, however*, in the case of independent SARs, that the full number of shares subject to any stock-settled SAR shall be counted against the shares available under the Plan in proportion to the portion of the SAR actually exercised regardless of the number of shares actually used to settle such SAR upon exercise; (iii) shares of Common Stock delivered (either by actual delivery, attestation, or net exercise) to the Company by a Participant to (A) purchase shares of Common Stock upon the exercise of an Award or (B) satisfy tax withholding obligations (including shares retained from the Award creating the tax obligation) shall not be added back to the number of shares available for the future grant of Awards; and (iv) shares of Common Stock repurchased by the Company on the open market using the proceeds from the exercise of an Award shall not increase the number of shares available for future grant of Awards.

(b) *Substitute Awards.* In connection with a merger or consolidation of an entity with the Company or the acquisition by the Company of property or stock of an entity, the Board may grant Awards in substitution for any options or other stock or stock-based awards granted by such entity or an affiliate thereof. Substitute Awards may be granted on such terms as the Board deems appropriate in the circumstances, notwithstanding any limitations on Awards contained in the Plan. Substitute Awards shall not count against the overall share limit set forth in Section 4(a)(1).

5. Stock Options

(a) *General.* The Board may grant options to purchase Common Stock (each, an “**Option**”) and determine the number of shares of Common Stock to be covered by each Option, the exercise price of each Option and the conditions and limitations applicable to the exercise of each Option, including conditions relating to applicable federal or state securities laws, as it considers necessary or advisable.

(b) *Exercise Price.* The Board shall establish the exercise price of each Option and specify the exercise price in the applicable option agreement. The exercise price shall be not less than 100% of the Fair Market Value (as defined below) on the date the Option is granted; provided that if the Board approves the grant of an Option with an exercise price to be determined on a future date, the exercise price shall be not less than 100% of the Fair Market Value on such future date.

(c) *Duration of Options.* Each Option shall be exercisable at such times and subject to such terms and conditions as the Board may specify in the applicable option agreement; *provided, however,* that no Option will be granted with a term in excess of 10 years.

(d) *Exercise of Option.* Options may be exercised by delivery to the Company of a written notice of exercise signed by the proper person or by any other form of notice (including electronic notice) approved by the Company, together with payment in full as specified in Section 5(f) for the number of shares for which the Option is exercised. Shares of Common Stock subject to the Option will be delivered by the Company as soon as practicable following exercise.

(e) *Payment Upon Exercise.* Common Stock purchased upon the exercise of an Option granted under the Plan shall be paid for as follows:

(1) in cash or by check, payable to the order of the Company;

(2) except as may otherwise be provided in the applicable option agreement, by (i) delivery of an irrevocable and unconditional undertaking by a creditworthy broker to deliver promptly to the Company sufficient funds to pay the exercise price and any required tax withholding or (ii) delivery by the Participant to the Company of a copy of irrevocable and unconditional instructions to a creditworthy broker to deliver promptly to the Company cash or a check sufficient to pay the exercise price and any required tax withholding;

(3) to the extent provided for in the applicable option agreement or approved by the Board, in its sole discretion, by delivery (either by actual delivery or attestation) of shares of Common Stock owned by the Participant valued at their fair market value as determined by (or in a manner approved by) the Board ("**Fair Market Value**"), provided (i) such method of payment is then permitted under applicable law, (ii) such Common Stock, if acquired directly from the Company, was owned by the Participant for such minimum period of time, if any, as may be established by the Board in its discretion and (iii) such Common Stock is not subject to any repurchase, forfeiture, unfulfilled vesting or other similar requirements;

(4) to the extent provided for in the applicable Option agreement or approved by the Board in its sole discretion, by delivery of a notice of "net exercise" to the Company, as a result of which the Participant would receive the number of shares of Common Stock underlying the Option so exercised reduced by the number of shares of Common Stock equal to the aggregate exercise price of the Option divided by the Fair Market Value on the date of exercise;

(5) to the extent permitted by applicable law and provided for in the applicable Option agreement or approved by the Board, in its sole discretion, by (i) delivery of a promissory note of the Participant to the Company on terms determined by the Board, or (ii) payment of such other lawful consideration as the Board may determine; or

(6) by any combination of the above permitted forms of payment.

(g) *Limitation on Repricing* Unless such action is approved by the Company's stockholders: (1) no outstanding Option granted under the Plan may be amended to provide an exercise price per share that is lower than the then-current exercise price per share of such outstanding Option (other than adjustments pursuant to Section 9) and (2) the Board may not cancel any outstanding option (whether or not granted under the Plan) and grant in substitution therefor new Awards under the Plan covering the same or a different number of shares of Common Stock and having an exercise price per share lower than the then-current exercise price per share of the cancelled option.

6. *Stock Appreciation Rights*

(a) *General.* The Board may grant Awards consisting of SARs entitling the holder, upon exercise, to receive an amount of Common Stock or cash or a combination thereof (such form to be determined by the Board) determined by reference to appreciation, from and after the date of grant, in the Fair Market Value of a share of Common Stock over the measurement price established pursuant to Section 6(c). The date as of which such appreciation is determined shall be the exercise date.

(b) *Grants.* SARs may be granted in tandem with, or independently of, Options granted under the Plan.

(1) *Tandem Awards.* When SARs are expressly granted in tandem with Options, (i) the SAR will be exercisable only at such time or times, and to the extent, that the related Option is exercisable (except to the extent designated by the Board in connection with a Reorganization Event) and will be exercisable in accordance with the procedure required for exercise of the related Option; (ii) the SAR will terminate and no longer be exercisable upon the termination or exercise of the related Option, except to the extent designated by the Board in connection with a Reorganization Event and except that a SAR granted with respect to less than the full number of shares covered by an Option will not be reduced until the number of shares as to which the related Option has been exercised or has terminated exceeds the number of shares not covered by the SAR; (iii) the Option will terminate and no longer be exercisable upon the exercise of the related SAR; and (iv) the SAR will be transferable only with the related Option.

(2) *Independent SARs.* A SAR not expressly granted in tandem with an Option will become exercisable at such time or times, and on such conditions, as the Board may specify in the SAR Award.

(c) *Measurement Price.* The Board shall establish the measurement price of each SAR and specify it in the applicable SAR agreement. The measurement price shall not be less than 100% of the Fair Market Value on the date the SAR is granted; provided that if the Board approves the grant of a SAR with a measurement price to be determined on a future date, the measurement price shall be not less than 100% of the Fair Market Value on such future date.

(d) *Duration of SARs.* Each SAR shall be exercisable at such times and subject to such terms and conditions as the Board may specify in the applicable SAR agreement; *provided, however,* that no SAR will be granted with a term in excess of 10 years.

(e) *Exercise of SARs.* SARs may be exercised by delivery to the Company of a written notice of exercise signed by the proper person or by any other form of notice (including electronic notice) approved by the Company, together with any other documents required by the Board.

(f) *Limitation on Repricing.* Unless such action is approved by the Company's stockholders: (1) no outstanding SAR granted under the Plan may be amended to provide an exercise price per share that is lower than the then-current exercise price per share of such outstanding SAR (other than adjustments pursuant to Section 9) and (2) the Board may not cancel any outstanding SAR (whether or not granted under the Plan) and grant in substitution therefor new Awards under the Plan covering the same or a different number of shares of Common Stock and having an exercise price per share lower than the then-current exercise price per share of the cancelled SAR.

7. *Restricted Stock; Restricted Stock Units*

(a) *General.* The Board may grant Awards entitling recipients to acquire shares of Common Stock ("**Restricted Stock**"), subject to the right of the Company to repurchase all or part of such shares at their issue price or other stated or formula price (or to require forfeiture of such shares if issued at no cost) from the recipient in the event that conditions specified by the Board in the applicable Award are not satisfied prior to the end of the applicable restriction period or periods established by the Board for such Award. Instead of granting Awards for Restricted Stock, the Board may grant Awards entitling the recipient to receive shares of Common Stock or cash to be delivered at the time such Award vests ("**Restricted Stock Units**") (Restricted Stock and Restricted Stock Units are each referred to herein as a "**Restricted Stock Award**").

(b) *Terms and Conditions for All Restricted Stock Awards.* The Board shall determine the terms and conditions of a Restricted Stock Award, including the conditions for vesting and repurchase (or forfeiture) and the issue price, if any. Restricted Stock Awards that vest solely based on the passage of time shall be zero percent vested prior to the first anniversary of the date of grant (or, in the case of Awards to non-employee directors, if earlier, the date of the first annual meeting held after the date of grant), no more than one-third vested prior to the second anniversary of the date of grant (or, in the case of Awards to non-employee directors, if earlier, the date of the second annual meeting held after the date of grant), and no more than two-thirds vested prior to the third anniversary of the date of grant (or, in the case of Awards to non-employee directors, if earlier, the date of the third annual meeting held after the date of grant). Restricted Stock Awards that do not vest solely based on the passage of time shall not vest prior to the first anniversary of the date of grant (or, in the case of Awards to non-employee directors, if earlier, the date of the first annual meeting held after the date of grant). The two foregoing sentences shall not apply to (1) Performance Awards granted pursuant to Section 10(i) or (2) Restricted Stock Awards and Other Stock-Based Awards granted, in the aggregate, for up to 5% of the maximum number of authorized shares set forth in Section 4(a)(1). Notwithstanding any other provision of this Plan (other than Section 10(i), if applicable), the Board may, in its discretion, either at the time a Restricted Stock Award is made or at any time thereafter, waive its right to repurchase shares of Common Stock (or waive the forfeiture thereof) or remove or modify any part or all of the restrictions applicable to the Restricted Stock Award, provided that the Board may only exercise such rights in extraordinary circumstances which shall include, without limitation, death, disability or retirement of the Participant; or a merger, consolidation, sale, reorganization, recapitalization, or change in control of the Company.

(c) *Additional Provisions Relating to Restricted Stock.*

(1) *Dividends.*

- (A) Subject to Section 7(c)(1)(C) below, Participants holding shares of Restricted Stock will be entitled to all ordinary cash dividends paid with respect to such shares, unless otherwise provided by the Board.
- (B) Subject to Section 7(c)(1)(C) below, if any dividends or distributions are paid in shares, or consist of a dividend or distribution to holders of Common Stock other than an ordinary cash dividend, the shares, cash or other property will be subject to the same restrictions on transferability and forfeitability as the shares of Restricted Stock with respect to which they were paid.
- (C) Each dividend amount shall be credited to an account for the Participant and shall become payable if and when the Restricted Stock to which it relates vests or, if later, when the shareholders actually receive that dividend payment. Any such amount shall be paid within 30 days of the applicable vesting event or shareholder payment date, if later.

(2) *Stock Certificates.* The Company may require that any stock certificates issued in respect of shares of Restricted Stock shall be deposited in escrow by the Participant, together with a stock power endorsed in blank, with the Company (or its designee). At the expiration of the applicable restriction periods, the Company (or such designee) shall deliver the certificates no longer subject to such restrictions to the Participant or if the Participant has died, to the beneficiary designated, in a manner determined by the Board, by a Participant to receive amounts due or exercise rights of the Participant in the event of the Participant's death (the "**Designated Beneficiary**"). In the absence of an effective designation by a Participant, "**Designated Beneficiary**" shall mean the Participant's estate.

(d) *Additional Provisions Relating to Restricted Stock Units.*

(1) *Settlement.* Upon the vesting of and/or lapsing of any other restrictions (i.e., settlement) with respect to each Restricted Stock Unit, the Participant shall be entitled to receive from the Company one share of Common Stock or an amount of cash equal to the Fair Market Value of one share of Common Stock, as provided in the applicable Award agreement. The Board may, in its discretion, provide that settlement of Restricted Stock Units shall be deferred, on a mandatory basis or at the election of the Participant in a manner that complies with Code Section 409A.

(2) *Voting Rights.* A Participant shall have no voting rights with respect to any Restricted Stock Units.

(3) *Dividend Equivalents.*

(A) Subject to Section 7(d)(3)(C) below, to the extent provided by the Board, in its sole discretion, a grant of Restricted Stock Units may provide Participants with the right to receive an amount equal to any dividends or other distributions declared and paid on an equal number of outstanding shares of Common Stock (“**Dividend Equivalents**”).

(B) Subject to Section 7(d)(3)(C) below, Dividend Equivalents may be settled in cash and/or shares of Common Stock, as determined by the Board in its sole discretion, and will be subject to the same restrictions on transfer and forfeitability as the Restricted Stock Units with respect to which paid, subject in each case to such terms and conditions as the Board shall establish, in each case to be set forth in the applicable Award agreement.

(C) To the extent a Dividend Equivalent right is provided in an award agreement, each Dividend Equivalent shall be credited to an account for the Participant and become payable if and when the Restricted Stock Units to which it relates vest (and shall be paid at the same time as settlement of the Restricted Stock Units) or, if later, when the shareholders actually receive the corresponding dividend payment.

8. *Other Stock-Based and Cash-Based Awards.*

(a) *General.* Other Awards of shares of Common Stock, and other Awards that are valued in whole or in part by reference to, or are otherwise based on, shares of Common Stock or other property, may be granted hereunder to Participants (“**Other Stock-Based Awards**”), including without limitation Awards entitling recipients to receive shares of Common Stock to be delivered in the future. Such Other Stock-Based Awards shall also be available as a form of payment in the settlement of other Awards granted under the Plan or as payment in lieu of compensation to which a Participant is otherwise entitled. Other Stock-Based Awards may be paid in shares of Common Stock or cash, as the Board shall determine. The Company may also grant Performance Awards or other Awards denominated in cash rather than shares of Common Stock (“**Cash-Based Awards**”).

(b) *Terms and Conditions.* Subject to the provisions of the Plan, the Board shall determine the terms and conditions of each Other Stock-Based Award or Cash-Based Awards, including any purchase price applicable thereto. Other Stock-Based Awards that vest solely based on the passage of time shall be zero percent vested prior to the first anniversary of the date of grant (or, in the case of Awards to non-employee directors, if earlier, the date of the first annual meeting held after the date of grant), no more than one-third vested prior to the second anniversary of the date of grant (or, in the case of Awards to non-employee directors, if earlier, the date of the second annual meeting held after the date of grant), and no more than two-thirds vested prior to the third anniversary of the date of grant (or, in the case of Awards to non-employee directors, if earlier, the date of the third annual meeting held after the date of grant). Other Stock-Based Awards that do not vest solely based on the passage of time shall not vest prior to the first anniversary of the date of grant (or, in the case of Awards to non-employee directors, if earlier, the date of the first annual meeting held after the date of grant). The two foregoing sentences shall not apply to (1) Performance Awards granted pursuant to Section 10(i) or (2) Restricted Stock Awards and Other Stock-Based Awards granted, in the aggregate, for up to 5% of the maximum number of authorized shares set forth in Section 4(a)(1). Notwithstanding any other provision of this Plan (other than Section 10(i), if applicable), the Board may, in its discretion, either at the time a Other Stock-Based Award is made or at any time thereafter, waive its right to repurchase shares of Common Stock (or waive the forfeiture thereof) or remove or modify any part or all of the restrictions applicable to the Other Stock-Based Award, provided that the Board may only exercise such rights in extraordinary circumstances which shall include, without limitation, death, disability or retirement of the Participant; or a merger, consolidation, sale, reorganization, recapitalization, or change in control of the Company.

9. Adjustments for Changes in Common Stock and Certain Other Events

(a) *Changes in Capitalization.* In the event of any stock split, reverse stock split, stock dividend, recapitalization, combination of shares, reclassification of shares, spin-off or other similar change in capitalization or event, or any dividend or distribution to holders of Common Stock other than an ordinary cash dividend, (i) the number and class of securities available under the Plan, (ii) the share counting rules set forth in Section 4(a) and 4(b) and the minimum vesting rules of Sections 7(b) and 8(b); (iii) the number and class of securities and exercise price per share of each outstanding Option, (iv) the share- and per-share provisions and the measurement price of each SAR, (v) the number of shares subject to and the repurchase price per share subject to each outstanding Restricted Stock Award and (vi) the share- and per-share-related provisions and the purchase price, if any, of each outstanding Other Stock-Based Award, shall be equitably adjusted by the Company (or substituted Awards may be made, if applicable) in the manner determined by the Board. Without limiting the generality of the foregoing, in the event the Company effects a split of the Common Stock by means of a stock dividend and the exercise price of and the number of shares subject to an outstanding Option are adjusted as of the date of the distribution of the dividend (rather than as of the record date for such dividend), then an optionee who exercises an Option between the record date and the distribution date for such stock dividend shall be entitled to receive, on the distribution date, the stock dividend with respect to the shares of Common Stock acquired upon such Option exercise, notwithstanding the fact that such shares were not outstanding as of the close of business on the record date for such stock dividend.

(b) *Reorganization Events.*

(1) *Definition.* A “**Reorganization Event**” shall mean: (a) any merger or consolidation of the Company with or into another entity as a result of which all of the Common Stock of the Company is converted into or exchanged for the right to receive cash, securities or other property or is cancelled, (b) any transfer or disposition of all of the Common Stock of the Company for cash, securities or other property pursuant to a share exchange or other transactions or (c) any liquidation or dissolution of the Company.

(2) *Consequences of a Reorganization Event on Awards Other than Restricted Stock Awards.* In connection with a Reorganization Event, the Board may take any one or more of the following actions as to all or any (or any portion of) outstanding Awards other than Restricted Stock Awards on such terms as the Board determines: (i) provide that Awards shall be assumed, or substantially equivalent Awards shall be substituted, by the acquiring or succeeding corporation (or an affiliate thereof), (ii) upon written notice to a Participant, provide that the Participant’s unexercised Awards will terminate immediately prior to the consummation of such Reorganization Event unless exercised by the Participant within a specified period following the date of such notice, (iii) provide that outstanding Awards shall become exercisable, realizable, or deliverable, or restrictions applicable to an Award shall lapse, in whole or in part prior to or upon such Reorganization Event, (iv) in the event of a Reorganization Event under the terms of which holders of Common Stock will receive upon consummation thereof a cash payment for each share surrendered in the Reorganization Event (the “**Acquisition Price**”), make or provide for a cash payment to a Participant equal to the excess, if any, of (A) the Acquisition Price times the number of shares of Common Stock subject to the Participant’s Awards (to the extent the exercise price does not exceed the Acquisition Price) over (B) the aggregate exercise price of all such outstanding Awards and any applicable tax withholdings, in exchange for the termination of such Awards, (v) provide that, in connection with a liquidation or dissolution of the Company, Awards shall convert into the right to receive liquidation proceeds (if applicable, net of the exercise price thereof and any applicable tax withholdings) and (vi) any combination of the foregoing. In taking any of the actions permitted under this Section 9(b), the Board shall not be obligated by the Plan to treat all Awards, all Awards held by a Participant, or all Awards of the same type, identically.

For purposes of clause (i) above, an Option shall be considered assumed if, following consummation of the Reorganization Event, the Option confers the right to purchase, for each share of Common Stock subject to the Option immediately prior to the consummation of the Reorganization Event, the consideration (whether cash, securities or other property) received as a result of the Reorganization Event by holders of Common Stock for each share of Common Stock held immediately

prior to the consummation of the Reorganization Event (and if holders were offered a choice of consideration, the type of consideration chosen by the holders of a majority of the outstanding shares of Common Stock); *provided, however*, that if the consideration received as a result of the Reorganization Event is not solely common stock of the acquiring or succeeding corporation (or an affiliate thereof), the Company may, with the consent of the acquiring or succeeding corporation, provide for the consideration to be received upon the exercise of Options to consist solely of common stock of the acquiring or succeeding corporation (or an affiliate thereof) equivalent in value (as determined by the Board) to the per share consideration received by holders of outstanding shares of Common Stock as a result of the Reorganization Event.

(3) *Consequences of a Reorganization Event on Restricted Stock Awards.* Upon the occurrence of a Reorganization Event other than a liquidation or dissolution of the Company, the repurchase and other rights of the Company under each outstanding Restricted Stock Award shall inure to the benefit of the Company's successor and shall, unless the Board determines otherwise, apply to the cash, securities or other property which the Common Stock was converted into or exchanged for pursuant to such Reorganization Event in the same manner and to the same extent as they applied to the Common Stock subject to such Restricted Stock Award; *provided, however*, that the Board may provide for termination or deemed satisfaction of such repurchase or other rights under the instrument evidencing any Restricted Stock Award or any other agreement between a Participant and the Company, either initially or by amendment. Upon the occurrence of a Reorganization Event involving the liquidation or dissolution of the Company, except to the extent specifically provided to the contrary in the instrument evidencing any Restricted Stock Award or any other agreement between a Participant and the Company, all restrictions and conditions on all Restricted Stock Awards then outstanding shall automatically be deemed terminated or satisfied.

10. *General Provisions Applicable to Awards*

(a) *Transferability of Awards.* Awards shall not be sold, assigned, transferred, pledged or otherwise encumbered by the person to whom they are granted, either voluntarily or by operation of law, except by will or the laws of descent and distribution or, pursuant to a qualified domestic relations order, and, during the life of the Participant, shall be exercisable only by the Participant; *provided, however*, that the Board may permit or provide in an Award for the gratuitous transfer of the Award by the Participant to or for the benefit of any immediate family member, family trust or other entity established for the benefit of the Participant and/or an immediate family member thereof if, with respect to such proposed transferee, the Company would be eligible to use a Form S-8 for the registration of the sale of the Common Stock subject to such Award under the Securities Act of 1933, as amended; *provided, further*, that the Company shall not be required to recognize any such transfer until such time as the Participant and such permitted transferee shall, as a condition to such transfer, deliver to the Company a written instrument in form and substance satisfactory to the Company confirming that such transferee shall be bound by all of the terms and conditions of the Award. References to a Participant, to the extent relevant in the context, shall include references to authorized transferees.

(b) *Documentation.* Each Award shall be evidenced in such form (written, electronic or otherwise) as the Board shall determine. Each Award may contain terms and conditions in addition to those set forth in the Plan.

(c) *Board Discretion.* Except as otherwise provided by the Plan, each Award may be made alone or in addition or in relation to any other Award. The terms of each Award need not be identical, and the Board need not treat Participants uniformly.

(d) *Termination of Status.* The Board shall determine the effect on an Award of the disability, death, termination or other cessation of employment, authorized leave of absence or other change in the employment or other status of a Participant and the extent to which, and the period during which, the Participant, or the Participant's legal representative, conservator, guardian or Designated Beneficiary, may exercise rights under the Award.

(e) *Withholding.* The Participant must satisfy all applicable federal, state, and local or other income and employment tax withholding obligations before the Company will deliver stock certificates or otherwise recognize ownership of Common Stock under an Award. The Company may decide to satisfy the withholding obligations through additional withholding on salary or wages. If the Company elects not to or cannot withhold from other compensation, the Participant must pay the Company the full amount, if any, required for withholding or have a broker tender to the Company cash equal to the withholding obligations. Payment of withholding obligations is due before the Company will issue any shares on exercise or release from forfeiture of an Award or, if the Company so requires, at the same time as is payment of the exercise price unless the Company determines otherwise. If provided for in an Award or approved by the Board in its sole discretion, a Participant may satisfy all or any portion of the Company's statutory minimum tax obligations, or, if greater, a Participant's election for tax withholding up to an amount determined under the maximum individual statutory tax rates in the applicable jurisdiction, by delivery (either by actual delivery or attestation) of shares of Common Stock, including shares retained from the Award creating the tax obligation, valued at their Fair Market Value. Shares used to satisfy tax withholding requirements cannot be subject to any repurchase, forfeiture, unfulfilled vesting or other similar requirements.

(f) *Amendment of Award.* The Board may amend, modify or terminate any outstanding Award, including but not limited to, substituting therefor another Award of the same or a different type, and changing the date of exercise or realization. The Participant's consent to such action shall be required unless (i) the Board determines that the action, taking into account any related action, would not materially and adversely affect the Participant's rights under the Plan or (ii) the change is permitted under Section 9 hereof.

(g) *Conditions on Delivery of Stock.* The Company will not be obligated to deliver any shares of Common Stock pursuant to the Plan or to remove restrictions from shares previously delivered under the Plan until (i) all conditions of the Award have been met or removed to the satisfaction of the Company, (ii) in the opinion of the Company's counsel, all other legal matters in connection with the issuance and delivery of such shares have been satisfied, including any applicable securities laws and any applicable stock exchange or stock market rules and regulations, and (iii) the Participant has executed and delivered to the Company such representations or agreements as the Company may consider appropriate to satisfy the requirements of any applicable laws, rules or regulations.

(h) *Acceleration.* Except as otherwise provided in Sections 7(b), 8(b) and 10(i), the Board may at any time provide that any Award shall become immediately exercisable in full or in part, free of some or all restrictions or conditions, or otherwise realizable in full or in part, as the case may be.

(i) *Performance Awards.*

(1) *Grants.* Restricted Stock Awards and Other Stock-Based Awards under the Plan may be made subject to the achievement of performance goals pursuant to this Section 10(i) ("**Performance Awards**"). Subject to Section 10(i)(4), no Performance Awards shall vest prior to the first anniversary of the date of grant.

(2) *Performance Measures.* For any Award that is intended to be a Performance Award, the Committee shall specify that the degree of granting, vesting and/or payout shall be subject to the achievement of one or more objective performance measures established by the Committee, which shall be based on the relative or absolute attainment of specified levels of one or any combination of the following: net income, earnings before or after discontinued operations, interest, taxes, depreciation and/or amortization, operating profit before or after discontinued operations and/or taxes, sales, sales growth, earnings growth, cash flow or cash position, gross margins, stock price, market share, return on sales, assets, equity or investment, improvement of financial ratings, achievement of balance sheet or income statement objectives, total shareholder return, or strategic or operational goals or such other performance measures as the Board may determine. Such goals may reflect absolute entity or business unit performance or a relative comparison to the performance of a peer group of entities or other external measure of the selected performance criteria and may be absolute in their terms or measured against or in relationship to other companies comparably, similarly or otherwise situated. The Committee may specify that such performance measures shall be adjusted to exclude any one or more of (i) extraordinary items, (ii)

gains or losses on the dispositions of discontinued operations, (iii) the cumulative effects of changes in accounting principles, (iv) the writedown of any asset, and (v) charges for restructuring and rationalization programs. Such performance measures: (i) may vary by Participant and may be different for different Awards; (ii) may be particular to a Participant or the department, branch, line of business, subsidiary or other unit in which the Participant works and may cover such period as may be specified by the Committee; and (iii) shall be set by the Committee at a time that the accomplishment of such goals is reasonably uncertain.

(3) *Adjustments.* The Committee may adjust downwards or upwards, the cash or number of Shares payable pursuant to such Award, and the Committee may waive the achievement of the applicable performance measures in its discretion.

(4) *Other.* The Committee shall have the power to impose such other restrictions on Performance Awards as it may deem necessary or appropriate.

11. *Forfeiture Events; Clawback.* The Board may specify in any Award agreement that the Participant's rights, payments and benefits with respect to an Award shall be subject to reduction, cancellation, forfeiture, clawback or recoupment upon the occurrence of certain specified events or as required by law, in addition to any otherwise applicable forfeiture provisions that apply to the Award.

12. *Miscellaneous*

(a) *No Right To Employment or Other Status.* No person shall have any claim or right to be granted an Award, and the grant of an Award shall not be construed as giving a Participant the right to continued employment or any other relationship with the Company. The Company expressly reserves the right at any time to dismiss or otherwise terminate its relationship with a Participant free from any liability or claim under the Plan, except as expressly provided in the applicable Award.

(b) *No Rights As Stockholder.* Except with respect to Restricted Stock Awards or as otherwise explicitly provided in the applicable Award, no Participant or Designated Beneficiary shall have any rights as a stockholder with respect to any shares of Common Stock to be distributed with respect to an Award until becoming the record holder of such shares.

(c) *Effective Date and Term of Plan.* The Plan became effective on the date of approval of the Plan by the Board (the "**Effective Date** "). No Awards shall be granted under the Plan after the expiration of 10 years from the Effective Date, but Awards previously granted may extend beyond that date.

(d) *Amendment of Plan.* The Board may amend, suspend or terminate the Plan or any portion thereof at any time provided that Unless otherwise specified in the amendment, any amendment to the Plan adopted in accordance with this Section 11(d) shall apply to, and be binding on the holders of, all Awards outstanding under the Plan at the time the amendment is adopted, provided the Board determines that such amendment does not materially and adversely affect the rights of Participants under the Plan. No Award shall be made that is conditioned upon stockholder approval of any amendment to the Plan.

(e) *Authorization of Sub-Plans.* The Board may from time to time establish one or more sub-plans under the Plan for purposes of satisfying applicable securities or tax laws of various jurisdictions. The Board shall establish such sub-plans by adopting supplements to the Plan containing (i) such limitations on the Board's discretion under the Plan as the Board deems necessary or desirable or (ii) such additional terms and conditions not otherwise inconsistent with the Plan as the Board shall deem necessary or desirable. All supplements adopted by the Board shall be deemed to be part of the Plan, but each supplement shall apply only to Participants within the affected jurisdiction and the Company shall not be required to provide copies of any supplement to Participants in any jurisdiction which is not the subject of such supplement.

(f) *Non U.S. Employees.* Awards may be granted to Eligible Individuals who are non-U.S. citizens or residents employed outside the United States, or both, on such terms and conditions different from those applicable to Awards to Eligible Individuals who are citizens of the United States as may, in the judgment of the Board, be necessary or desirable in order to recognize differences in local law or tax policy. The Board also may impose conditions on the exercise or vesting of Awards in order to minimize the Board's obligation with respect to tax equalization for Participants on assignments outside their home country.

The Board may approve such supplements to or amendments, restatements or alternative versions of the Plan as it may consider necessary or appropriate for such purposes, without thereby affecting the terms of this Plan as in effect for any other purpose, and the Secretary or other appropriate officer of the Company may certify any such document as having been approved and adopted in the same manner as this Plan.

(g) *Compliance with Section 409A of the Code.* Except as provided in individual Award agreements initially or by amendment, if and to the extent any portion of any payment, compensation or other benefit provided to a Participant in connection with his or her employment termination is determined to constitute “nonqualified deferred compensation” within the meaning of Section 409A of the Code and the Participant is a specified employee as defined in Section 409A(a)(2)(B)(i) of the Code, as determined by the Company in accordance with its procedures, by which determination the Participant (through accepting the Award) agrees that he or she is bound, such portion of the payment, compensation or other benefit shall not be paid before the day that is six months plus one day after the date of “separation from service” (as determined under Code Section 409A) (the “New Payment Date”), except as Code Section 409A may then permit. The aggregate of any payments that otherwise would have been paid to the Participant during the period between the date of separation from service and the New Payment Date shall be paid to the Participant in a lump sum on such New Payment Date, and any remaining payments will be paid on their original schedule. The Company makes no representations or warranty and shall have no liability to the Participant or any other person if any provisions of or payments, compensation or other benefits under the Plan are determined to constitute nonqualified deferred compensation subject to Code Section 409A but do not to satisfy the conditions of that section.

(h) *Limitations on Liability.* Notwithstanding any other provisions of the Plan, no individual acting as a director, officer, other employee, or agent of the Company will be liable to any Participant, former Participant, spouse, beneficiary, or any other person for any claim, loss, liability, or expense incurred in connection with the Plan, nor will such individual be personally liable with respect to the Plan because of any contract or other instrument he or she executes in his or her capacity as a director, officer, other employee, or agent of the Company. The Company will indemnify and hold harmless each director, officer, other employee, or agent of the Company to whom any duty or power relating to the administration or interpretation of the Plan has been or will be delegated, against any cost or expense (including attorneys’ fees) or liability (including any sum paid in settlement of a claim with the Board’s approval) arising out of any act or omission to act concerning this Plan unless arising out of such person’s own fraud or bad faith.

(i) *Governing Law.* The provisions of the Plan and all Awards made hereunder shall be governed by and interpreted in accordance with the laws of the State of Delaware, excluding choice-of-law principles of the law of such state that would require the application of the laws of a jurisdiction other than such state.

EMPLOYMENT AGREEMENT

AGREEMENT effective as of the 27th day of December, 2017 (the “**Effective Date**”) by and between LivePerson, Inc., a Delaware corporation (the “**Company**”), and **Robert LoCascio** (the “**Executive**”).

W I T N E S S E T H:

WHEREAS, the Company wishes to continue to employ the Executive and the Executive wishes to accept such continued employment, upon the terms and conditions hereinafter set forth;

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. Employment

The Company agrees to employ the Executive during the Term specified in paragraph 2, and the Executive agrees to accept such continued employment, upon the terms and conditions hereinafter set forth.

2. Term

Subject to the provisions contained in paragraphs 6 and 7, the term of this Agreement shall commence on December 31, 2017 (the “**Commencement Date**”) and end on the third anniversary thereof, unless sooner terminated or later extended in accordance with the provisions hereof (the “**Term**”). On the expiration of the initial three-year term and on each yearly anniversary thereafter, the Agreement shall automatically renew for an additional one-year term unless sooner terminated in accordance with the provisions set forth in this Agreement. This Agreement shall terminate in the event that: (a) the Company provides the Executive with advance written notice of its intention not to renew this Agreement not less than 90 calendar days prior to the expiration of the then-current Term; or (b) the Executive provides the Company with advance written notice of his intention not to renew this Agreement not less than 90 calendar days prior to the expiration of the initial one-year term or any additional one-year term thereafter (as applicable in each case, a “**Notice of Nonrenewal**”). A termination of employment by the giving of a Notice of Nonrenewal by the Company under this paragraph 2 shall be deemed to be a termination without Cause under paragraph 6(c) hereof, but a termination of employment by the giving of a Notice of Nonrenewal by the Executive under this paragraph 2 shall not be deemed to be a termination with Good Reason under paragraph 6(b) hereof. Any Notice of Nonrenewal given by either party under this paragraph 2 shall specify the date of termination. The Company shall have the right at any time after either party has provided to the other a Notice of Nonrenewal to relieve the Executive of his offices, duties

and responsibilities and to place him on a paid leave-of-absence status, provided that during such notice period the Executive shall remain a full-time employee of the Company and shall continue to receive his then-current salary compensation and other benefits (to the extent permitted under applicable plan documents) as provided in this Agreement. The date on which the Executive ceases to be employed by the Company, regardless of the reason therefor, is referred to in this Agreement as the “**Date of Termination.**”

3. Duties and Responsibilities

(a) Title. During the Term, the Executive shall have the position of Chief Executive Officer of the Company.

(b) Duties. The Executive shall report directly to the Board of Directors of the Company (the “**Board**”) at such times and in such detail as it or he shall reasonably require. The Executive shall have the power and authority to conduct the business of the Company and shall perform such executive and managerial duties consistent with his position as designated in paragraph 3(a) and as may be assigned to him from time to time by or under authority of the Board.

(c) Scope of Employment. The Executive’s employment by the Company as described herein shall be full-time and exclusive, and during the Term, the Executive agrees that he will (i) devote all of his business time and attention, his reasonable best efforts, and all his skill and ability to promote the interests of the Company; and (ii) carry out his duties in a competent and diligent manner. Notwithstanding the foregoing, the Executive shall be permitted to engage in charitable (including but not limited to his affiliation with Dream Big Foundation, a New York not-for-profit corporation (the “Foundation”)) and civic activities and manage his personal passive investments, provided that such passive investments are not in a company that transacts business with the Company or its affiliates or engages in business competitive with that conducted by the Company unless it is a publicly held corporation and the Executive’s participation is limited to passively owning no more than 1% of its outstanding shares and without any influence or control over such corporation), and further provided that such activities (individually or collectively) do not interfere with the performance of his duties or responsibilities under this Agreement.

(d) Office Location. During the Term, the Executive’s services hereunder shall be performed at the principal office of the Company in New York, New York, subject to reasonably necessary travel requirements in order to carry out his duties in connection with his position hereunder.

4. Compensation

(a) Base Salary. As compensation for his services hereunder, during the Term the Company shall pay the Executive in accordance with its normal payroll practices, an annualized base salary of \$611,820 (as may be adjusted in accordance with the terms hereof, "**Base Salary**"). The Base Salary will be reviewed annually and may be adjusted upward (but not downward) by the Board (or a committee thereof) in its discretion; provided that, in the event of cost of living or similar across the board base salary increases for other executive staff members, Executive shall be eligible for the same or greater percentage of Base Salary increase.

(b) Annual Cash Bonus. During the Term, the Executive shall be eligible to receive an annual cash bonus with a bonus target of 100% of Executive's then current Base Salary, subject to annual increase by the Board in its discretion, which bonus target may be achieved, underachieved or overachieved (with a potential payout range of zero, up to a maximum of 200% of the target bonus) as determined by the Compensation Committee of the Board (the "**Compensation Committee**") based upon the Executive's performance against goals and metrics that shall be established by the Compensation Committee in its sole discretion on an annual basis, the overall financial performance of the Company and such other factors as the Compensation Committee in its sole discretion shall deem reasonable and appropriate (the "**Annual Cash Bonus**"), to be paid in accordance with the Company's normal bonus payment procedures, but not later than March 15 of the calendar year following the year with respect to which the bonus is earned. At the written election of the Executive on or before the payment date for such Annual Cash Bonus, the Executive may convert all or any portion of the Annual Cash Bonus payable to him into fully vested shares of common stock of the Company ("**Stock**") (pursuant to the Second Amended and Restated LivePerson, Inc. 2009 Stock Incentive Plan, as such plan may be from time to time amended in accordance with the terms thereof, the "**Stock Plan**") having a fair market value at the time of issuance equivalent in amount to that portion of the Annual Cash Bonus that the Executive elects to convert hereunder. Any such Stock shall be issued to Executive on the date for payment of the Annual Cash Bonus and shall be subject to the terms and conditions of the Stock Plan except to the extent expressly provided herein to the contrary. Notwithstanding anything to the contrary, the Annual Cash Bonus may, in the discretion of the Compensation Committee, be granted and payment, if any, made in accordance with a plan or program established by the Compensation Committee in compliance with Section 162(m) of the Internal Revenue Code of 1986, as amended. During the Term, should the Executive's Base Salary increase, the target bonus amount for the Annual Cash Bonus will be increased so that at any given time the bonus target for the Annual Cash Bonus is no less than 100% of the Executive's then-current Base Salary, or such higher target bonus amount as the Compensation Committee may determine in its sole discretion. In the event of a Change of Control, as defined below, should the Executive remain employed by the Company or a successor entity following such Change of Control, the Annual Cash Bonus for the then-current year shall be paid at a an amount equal to the greater of (i) one hundred percent (100%) of the amount of the Annual Cash Bonus actually paid to the Executive for the immediately preceding calendar year or (ii) the bonus target amount for the Annual Cash Bonus for the then current year. In no event will the Company be obligated to pay more than one Annual Cash Bonus for the same annual period. If the Annual Cash Bonus for the calendar year preceding the Change of Control has not been determined prior to the Change of Control, the amount of such bonus shall be determined by the

Board of Directors of the Company as constituted prior to the Change of Control and shall not be less than the target bonus for such year.

A “**Change of Control**” shall be defined as and limited to: (i) any person’s, entity’s or affiliated group’s becoming the beneficial owner or owners of more than fifty percent (50%) of the outstanding equity securities of the Company, or otherwise becoming entitled to vote shares representing more than fifty percent (50%) of the undiluted total voting power of the Company’s then-outstanding securities eligible to vote to elect members of the Board (the “**Voting Securities**”); (ii) a consolidation or merger (in one transaction or a series of related transactions) of the Company pursuant to which the holders of the Company’s equity securities immediately prior to such transaction or series of related transactions are not the holders immediately after such transaction or series of related transactions of at least fifty-one percent (51%) of the Voting Securities of the entity surviving such transaction or series of related transactions; or (iii) the sale or other transfer (in one transaction or a series of related transactions) of all or substantially all of the assets of the Company.

(c) Equity. During the Term, the Compensation Committee may, in its sole discretion, grant to the Executive stock options and/or other equity-based incentives. The amount(s) of such additional grants, if any, will be based on individual and Company performance objectives developed and approved by the Compensation Committee in its sole discretion, and will be subject to all of the terms and conditions (including vesting) as determined by the Compensation Committee in accordance with the plan under which any grant is made and in the applicable stock option agreements or other applicable documents evidencing such grant, except as expressly otherwise provided herein to the contrary. The exercise price for such equity, as applicable, shall be determined at the time such equity rights may be granted by the Board, but in no event shall be less than the fair market value of a share of the Company’s common stock on the date of grant.

(d) One-Time Payment and Equity Award. In addition to all of the foregoing and as compensation for services already provided, immediately upon execution of this Agreement, the Company shall make a one-time payment to Executive of (i) One Million Dollars (\$1,000,000), payable by wire transfer of immediately available funds to an account designated by the Executive and (ii) two hundred and fifty thousand (250,000) RSUs (as defined in the Stock Plan), which such RSUs shall vest in one third increments on each of the next three annual anniversaries of the Effective Date.

5. Expenses; Benefits

(a) Expenses. The Company agrees to pay or to reimburse the Executive for all reasonable, ordinary, necessary and documented business or entertainment expenses incurred during the Term in the performance of his services hereunder in accordance with the policy of the Company as from time to time in effect. The Executive, as a condition precedent to obtaining such payment or reimbursement, shall provide to the Company reasonable documentation, consistent with Company policy, evidencing the travel or out-of-pocket expenses for which the Executive seeks payment or reimbursement, and any other information or materials, as the Company may from time to time reasonably require.

(b) Benefits. The Executive shall be entitled to such fringe benefits and other benefits as are available generally to key employees of the Company from time to time, subject to any eligibility criteria for such benefits. Currently, the Company's programs include group health insurance, prescription drug benefits, vision care and dental insurance, group life, short-term disability and long-term disability insurance and participation in 401(k). The benefits made available by the Company, and the rules, terms and conditions for participation in such benefit plans, may be modified by the Company at any time and from time to time without advance notice or consent by the Executive.

(c) Vacation. The Executive shall be entitled to four weeks of vacation annually, accruing and to be taken in accordance with the Company's policies. Vacation time may not be carried over from year to year unless expressly provided by Company's policies, and must be taken at such times as shall not materially interfere with the Executive's fulfillment of his duties hereunder. The Executive shall also be entitled to any holidays, sick days and/or other paid days off as may be available pursuant to, and to be taken in accordance with, the Company's policies in effect generally for its key employees from time to time.

(d) Intentionally Omitted.

(e) Indemnification. In the event that the Executive is made a party or threatened to be made a party to any action, suit, or proceeding, whether civil, criminal, administrative, or investigative (a "**Proceeding**"), other than any Proceeding initiated by the Executive or the Company related to any contest or dispute between the Executive and the Company or the Executive's employment hereunder, by reason of the fact that the Executive is or was a director or officer of the Company, or any affiliate of the Company, or is or was serving at the request of the Board as a director, officer, member, employee, or agent of another corporation or a partnership, joint venture, trust, or other enterprise, the Executive shall be indemnified and held harmless by the Company pursuant to the Indemnification Agreement entered into by and between the Company and the Executive, dated as of February 9, 2012- to the maximum extent permitted under such Indemnification Agreement, or if greater, under the Company's bylaws or resolutions of the Board or, if greater, by the laws of the State of Delaware, from and against any liabilities, costs, claims, and expenses, including all costs and expenses incurred in defense of any Proceeding (including attorneys' fees), and such indemnification shall continue as to the Executive even if he has ceased to be a director, officer, member, employee or agent of the Company or other entity and shall inure to the benefit of the Executive's heirs, executors and administrators. Costs and expenses incurred by the Executive in defense of such Proceeding (including attorneys' fees) shall be paid by the Company in advance of the final disposition of such litigation upon receipt by the Company of: (i) a written request for payment; (ii) appropriate documentation evidencing the incurrence, amount, and nature of the costs and expenses for which payment is being sought; and (iii) an undertaking adequate under applicable law made by or on behalf of the Executive to repay the amounts so paid if it shall ultimately be determined that the Executive is not entitled to be indemnified by the Company under this Agreement.

During the Term and for a period of six (6) years thereafter, the Company or any successor to the Company shall purchase and maintain, at its own expense, directors' and officers' liability insurance providing coverage to the Executive on terms that are no less favorable than the coverage provided to other directors and similarly situated executives of the Company.

6. Termination

(a) Termination for Cause. The Company, by direction of the Board, shall be entitled to terminate the Term and to discharge the Executive for "Cause" effective upon the giving of written notice. The term "Cause" shall be limited to the following grounds:

(i) the Executive's material failure or refusal to perform his duties and responsibilities as set forth in paragraph 3 hereof as reasonably directed by the Board, in each case if such failure or refusal is not cured (if deemed curable, as determined in the sole discretion of the Board) within 30 calendar days after written notice thereof to the Executive by the Company;

(ii) the misappropriation of the funds or property of the Company;

(iii) (x) the use of illegal drugs, or (y) the use of alcohol or the use of prescription or other legal drugs interfering with the performance of the Executive's obligations under this Agreement, continuing after written warning;

(iv) the conviction in a court of law of, or entering a plea of guilty or no contest to, any felony or any crime involving moral turpitude, dishonesty or theft;

(v) the nonconformance with the Company's policies against discrimination or harassment, which nonconformance is not cured (if deemed curable, as determined in the sole discretion of the Board) immediately after written notice to the Executive by the Company;

(vi) the commission by the Executive of any act that materially injures the business or business relationships of the Company or brings the Company into substantial public disgrace or disrepute;

(vii) any breach (not covered by any of the clauses (i) through (vi) above) of paragraphs 9, 13, and 25, if such breach is not cured (if deemed curable in the sole discretion of the Board) within 30 calendar days after written notice thereof to the Executive by the Company.

Any notice required to be given by the Company pursuant to clause (i), (v) or (vii) above shall specify the nature of the claimed breach and the manner in which the Company requires such breach to be cured (if such breach has been deemed curable in the sole discretion of the Board).

Notwithstanding anything herein to the contrary, termination of the Executive's employment shall not be deemed to be for Cause unless and until the Company delivers to the Executive a copy of a resolution duly adopted by the affirmative vote of not less than three-quarters (3/4) of the Board, finding that the Executive has engaged in the conduct described in any of (i)-(vii) above.

(b) Termination for Good Reason. Provided that Company has not given written notice of termination in accordance with Section 6(a) above with respect to a Cause event; or if such notice has been given, the applicable Cause event has not been cured (if deemed curable by the Board in its sole discretion), the Executive shall be entitled to terminate this Agreement and the Term hereunder for Good Reason (as defined below) at any time during the Term by written notice to the Company. "**Good Reason**" shall be limited to: (i) a reduction in the Executive's Base Salary or bonus opportunity or a termination or material reduction of any employee benefit or material perquisite enjoyed by him without his prior written consent or failure to pay any of the foregoing when due without the Executive's prior written consent, in each case other than as part of an across-the-board reduction, change or suspension applicable to substantially all key executives of the Company or its successor entity as applicable; (ii) a material diminution in the Executive's title, duties and responsibilities as set forth in paragraph 3, without his prior written consent or any action by the Board that unreasonably interferes with or materially impairs Executive's ability to function as the Chief Executive Officer of the Company; (iii) a relocation of the Company's principal office to a location that would require an increase in the Executive's one-way commute by more than 25 miles as compared to its location on the Commencement Date (or from such other location to which the Executive has consented after the Commencement Date); (iv) any change in the reporting structure applicable to the Executive such that the Executive is required to report to any person, entity or body other than the Board without Executive's prior written consent; or (v) any other material breach of this Agreement by the Company. To be entitled to use this paragraph 6(b), the Executive must provide written notice of the event or change he considers constitutes "Good Reason" within 30 calendar days following its occurrence, and to the extent curable, must provide the Company with a period of at least 30 calendar days to cure the event or change, and must, if the Good Reason persists, actually resign within 90 calendar days following the event or change.

(c) Termination by the Company without Cause; Termination by the Executive without Good Reason. The Company, by direction of the Board, shall have the right at any time during the Term to terminate the employment of the Executive without Cause by giving at least sixty (60) days advanced written notice to the Executive setting forth a Date of Termination. The Executive shall have the right at any time during the Term to terminate his employment with the Company without Good Reason by giving at least sixty (60) days advanced written notice to the Company setting forth a Date of Termination.

(d) Termination for Death or Disability. In the event of the Executive's death, the Date of Termination shall be the date of the Executive's death. The Company may terminate the Executive's employment for Disability at the end of any calendar month during the continuance of such Disability upon at least 30 calendar days' prior written notice to the Executive. "Disability" shall mean the Executive's inability to substantially perform his duties hereunder by virtue of illness or physical or mental incapacity or disability (from any cause or causes whatsoever) (all such occurrences being herein referred to as "**Disability**") and the Executive's failure to substantially

perform such duties for a period aggregating 180 days as a result thereof, whether or not continuous, in any continuous period of 360 days. The Board shall determine, in its good faith judgment and upon consultation with, and after obtaining advance from, such medical advisors as it deems appropriate, including those of the Executive, whether or not the Executive has a Disability for purposes of this Agreement, and the Board shall provide notice of such determination to the Executive. In the event that the Executive disagrees with the Board's determination as to his Disability, the Executive shall notify the Board in writing of such disagreement within fifteen (15) days of such determination regarding Disability by the Board (the "**Disability Notice**"). Upon the Board's receipt of the Disability Notice, the determination of the Executive's Disability shall be settled by binding arbitration in New York, New York (unless the parties agree in writing to a different location), before a single arbitrator selected in accordance with the rules of the American Arbitration Association then in effect. In any such arbitration proceeding the parties agree to provide all discovery deemed necessary by the arbitrator. The decision and award made by the arbitrator shall be final, binding and conclusive on all parties hereto for all purposes, and judgment may be entered thereon in any court having jurisdiction thereof. Fees and costs for the arbitration shall be split evenly between Executive and the Company unless otherwise determined by the arbitrator. No other dispute or disagreement arising out of or related to this Agreement shall be subject to arbitration unless the parties agree otherwise.

7. Effect of Termination of Employment.

(a) Termination by the Company for Cause; by the Executive without Good Reason; or pursuant to a Notice of Nonrenewal delivered by the Executive pursuant to paragraph 2 above prior to the Executive reaching the normal age of retirement, which for purposes of this Agreement, shall be age 65. In the event of the termination of the employment of the Executive (1) by the Company for Cause, (2) by the Executive without Good Reason, or (3) pursuant to a Notice of Nonrenewal delivered by the Executive pursuant to paragraph 2 above prior to the Executive reaching the normal age of retirement, the Executive shall be entitled to the following payments and benefits (those payments and benefits set forth in (i), (ii), (iv) and (v) below collectively, the "**Accrued Benefits**"):

(i) his unpaid Base Salary through, and any unpaid reimbursable expenses outstanding as of, the Date of Termination;

(ii) all benefits, if any, that had accrued to the Executive through the Date of Termination under the plans and programs described in paragraph 5(b) above, or any other applicable plans and programs in which he participated as an employee of the Company, in the manner and in accordance with the terms of such plans and programs; it being understood that any and all rights that the Executive may have to severance payments by the Company shall be determined and solely based on the terms and conditions of this Agreement and not based on any severance policy or plan that the Company may have in effect as of the Date of Termination;

(iii) except in the event of a Termination by the Company for Cause, his Annual Cash Bonus with respect to the calendar year ended prior to the Date of Termination, when otherwise payable, but only to the extent not already paid;

(iv) the right to indemnification in accordance with Section 5(e) above;

(v) directors' and officers' liability insurance coverage in accordance with Section 5(e) above; and

(vi) except in the event of a Termination by the Company for Cause, notwithstanding anything to the contrary in any plan under which a grant is made or in an applicable stock option agreement or other applicable documents evidencing such grant (collectively, the "**Grant Documents**"), all vested stock options held by the Executive on the Date of Termination shall remain eligible to exercise for a period of 18 months following the Date of Termination, or until the original expiration date of the option, if earlier.

In the event of the termination of the employment of the Executive (1) by the Company for Cause, (2) by the Executive without Good Reason, or (3) pursuant to a Notice of Nonrenewal delivered by the Executive pursuant to paragraph 2 above prior to the Executive reaching the normal age of retirement, except as provided above in this paragraph 7(a), the Company shall have no further liability to the Executive or the Executive's heirs, beneficiaries or estate for damages, compensation, benefits, severance, indemnities or other amounts of whatever nature, directly or indirectly, arising out of or otherwise related to this Agreement and/or the Executive's employment or cessation of employment with the Company.

(b) Termination by the Company without Cause (which shall include, without a limitation, a termination by the Company pursuant to a Notice of Nonrenewal delivered by the Company pursuant to Paragraph 2 above), or by the Executive for Good Reason. In the event of (1) a termination by the Company without Cause (which shall include, without a limitation, a termination by the Company pursuant to a Notice of Nonrenewal delivered by the Company pursuant to Paragraph 2 above) or (2) a termination by the Executive for Good Reason.:

(i) the Accrued Benefits;

(ii) intentionally omitted;

(iii) his Annual Cash Bonus with respect to the calendar year ended prior to the Date of Termination, when otherwise payable, but only to the extent not already paid;

(iv) severance pay in an amount equal to 18 months of base pay at his then current Base Salary rate, which shall be paid in installments in accordance with the Company's regular payroll practices, beginning on the next payroll date following the 30th day after the Date of Termination; provided that the period (if any) during

which the Separation Agreement (defined below) can be revoked has expired within such 30-day period;

(v) a pro-rated portion of his Annual Cash Bonus with respect to the then-current calendar year, calculated as follows (but only to the extent not already paid): the product of (a) and (b) where (a) equals a percentage equal to the total number of weeks elapsed during the then-current calendar year through the Date of Termination divided by the total number of weeks in the then-current calendar year, multiplied by the amount of the highest Annual Cash Bonus payable to the Executive in the three calendar years immediately preceding the Date of Termination and (b) equals 1.5, such amount payable in a lump sum on the 30th day following the Date of Termination, provided that the period (if any) during which the Separation Agreement can be revoked has expired within such 30-day period;

(vi) if the Executive is eligible for and elects to continue his health insurance coverage under the Consolidated Omnibus Budget Reconciliation Act of 1985 (“**COBRA**”), the Company will continue to contribute, until the earlier of (x) 18 months following the Date of Termination or (y) the date on which the Executive becomes eligible to receive group medical insurance coverage through another employer (the “**COBRA Contribution Period**”), toward the cost of the Executive’s COBRA premiums the same amount that it pays on behalf of active and similarly situated employees receiving the same type of coverage. The remaining balance of any premium costs, and all premium costs after the COBRA Contribution Period, shall be paid by the Executive on a monthly basis. After the COBRA Contribution Period, the Executive may continue receiving coverage under COBRA at his own cost if and to the extent that he remains eligible for COBRA continuation. The Executive agrees that he shall notify the Company in writing immediately following the date on which he becomes eligible to receive group medical insurance coverage through another employer;

(vii) notwithstanding anything to the contrary in the Grant Documents, any stock options or RSUs held by the Executive on the Date of Termination that would have vested in the two year period following the Date of Termination if the Executive had remained employed by the Company for such period will immediately vest; and

(viii) notwithstanding anything to the contrary in the Grant Documents, all vested stock options held by the Executive on the Date of Termination shall remain eligible to exercise for a period of 18 months following the Date of Termination, or until the original expiration date of the option, if earlier.

In connection with a termination by the Company without Cause or by the Executive for Good Reason, except as provided above in this paragraph 7(b), the Company shall have no further liability to the Executive or the Executive’s heirs, beneficiaries or estate for damages, compensation, benefits, severance, indemnities or other amounts of whatever nature, directly or indirectly, arising out of or

otherwise related to this Agreement and the Executive's employment or cessation of employment with the Company. The Executive shall be under no duty to mitigate damages hereunder. The making of any severance payments and providing the other benefits as provided in subsections (iv) through (viii) of this paragraph 7(b) are conditioned upon delivery of the separation and release of claims agreement in the form attached hereto as **Exhibit A** (the "**Separation Agreement**") that has become irrevocable within 30 days of the Executive's Date of Termination. If the Executive materially breaches the Separation Agreement or the provisions of paragraph 9 of this Agreement, in either case which such breach is not cured within thirty (30) days of written notice thereof by the Company to the Executive, in addition to any other remedies at law or in equity available to it, the Company may cease making any further payments and providing the other benefits provided for in subsections (iii) through (viii) of this paragraph 7(b), without affecting its rights under this Agreement or the Separation Agreement.

(c) Termination by the Executive for Good Reason or Termination of the Executive without Cause following a Change of Control. In the event of a termination by the Executive for Good Reason or Termination of the Executive without Cause within the twelve (12) month period immediately following a Change of Control, the Executive shall be entitled to the following payments and benefits:

(i) the Accrued Benefits;

(ii) Intentionally Omitted;

(iii) his Annual Cash Bonus with respect to the calendar year ended prior to the Date of Termination, when otherwise payable, but only to the extent not already paid;

(iv) severance pay in an amount equal to 18 months of base pay at his then current Base Salary rate, which shall be paid in installments in accordance with the Company's regular payroll practices, beginning on the next payroll date following the 30th day after the Date of Termination; provided that the period (if any) during which the Separation Agreement can be revoked has expired within such 30-day period;

(v) An Annual Cash Bonus for the then-current year calculated as one hundred-fifty percent (150%) of the amount of the highest Annual Cash Bonus actually paid to the Executive for the three calendar years immediately preceding the Date of Termination, payable in a lump sum on the 30th day following the Date of Termination, provided that the period (if any) during which the Separation Agreement can be revoked has expired within such 30-day period;

(vi) if the Executive is eligible for and elects to continue his health insurance coverage under COBRA, the Company will continue to contribute, for the COBRA Contribution Period, toward the cost of the Executive's COBRA premiums the same amount that it pays on behalf of active and similarly situated employees

receiving the same type of coverage. The remaining balance of any premium costs, and all premium costs after the COBRA Contribution Period, shall be paid by the Executive on a monthly basis. After the COBRA Contribution Period, the Executive may continue receiving coverage under COBRA at his own cost if and to the extent that he remains eligible for COBRA continuation. The Executive agrees that he shall notify the Company in writing immediately following the date on which he becomes eligible to receive group medical insurance coverage through another employer; and

(vii) notwithstanding anything to the contrary in the Grant Documents, any unvested stock options and RSUs held by the Executive on the Date of Termination shall fully vest and all vested options (including those that vested pursuant to this paragraph 5(c)(vii)) shall remain exercisable for 18 months following the Date of Termination, or until the original expiration date of the option, if earlier.

In connection with a termination by the Executive for Good Reason or Termination of the Executive without Cause within the twelve (12) month period immediately following a Change of Control, except as provided above in this paragraph 7(c), the Company shall have no further liability to the Executive or the Executive's heirs, beneficiaries or estate for damages, compensation, benefits, severance, indemnities or other amounts of whatever nature, directly or indirectly, arising out of or otherwise related to this Agreement and the Executive's employment or cessation of employment with the Company. The Executive shall be under no duty to mitigate damages hereunder. The making of any severance payments and providing the other benefits as provided in subsections (iii) through (vii) of this paragraph 7(c) is conditioned upon the delivery of an executed and irrevocable Separation Agreement within 30 days of the Date of Termination. If the Executive materially breaches the Separation Agreement or the provisions of paragraph 9 of this Agreement, in either case which such breach is not cured within thirty (30) days of written notice thereof by the Company to the Executive, in addition to any other remedies at law or in equity available to it, the Company may cease making any further payments and providing the other benefits provided for in subsections (iii) through (vii) of this paragraph 7(c), without affecting its rights under this Agreement or the Separation Agreement.

(d) Termination by Death or Disability; Notice of Nonrenewal delivered by the Executive pursuant to paragraph 2 above after the Executive having reached the normal age of retirement. In the event of a termination of the employment of the Executive by reason of Death or Disability or pursuant to a Notice of Nonrenewal delivered by the Executive pursuant to paragraph 2 above after the Executive having reached the normal age of retirement, the Executive shall be entitled to the following payments and benefits:

- (i) The Accrued Benefits;
- (ii) his Annual Cash Bonus with respect to the calendar year ended prior to the Date of Termination, when otherwise payable, but only to the extent not already paid;

(iii) a pro-rated portion of his Annual Cash Bonus with respect to the then-current calendar year, calculated as follows (but only to the extent not already paid): the product of (a) and (b) where (a) equals a percentage equal to the total number of weeks elapsed during the then-current calendar year through the Date of Termination divided by the total number of weeks in the then-current calendar year, multiplied by the amount of the highest Annual Cash Bonus actually paid to the Executive in the three calendar years immediately preceding the Date of Termination and (b) equals 1.5, such amount payable in a lump sum on the 30th day following the Date of Termination, provided that the period (if any) during which the Separation Agreement can be revoked has expired within such 30-day period;

(iv) if the Executive is eligible for and elects to continue his health insurance coverage under COBRA the Company will continue to contribute, for the COBRA Contribution Period, toward the cost of the Executive's COBRA premiums the same amount that it pays on behalf of active and similarly situated employees receiving the same type of coverage. The remaining balance of any premium costs, and all premium costs after the COBRA Contribution Period, shall be paid by the Executive on a monthly basis. After the COBRA Contribution Period, the Executive may continue receiving coverage under COBRA at his own cost if and to the extent that he remains eligible for COBRA continuation. The Executive agrees that he shall notify the Company in writing immediately following the date on which he becomes eligible to receive group medical insurance coverage through another employer;

(v) notwithstanding anything to the contrary in the Grant Documents, any stock options and RSUs held by the Executive on the Date of Termination that would have vested in the two year period following the Date of Termination if the Executive had remained employed by the Company for such period will immediately vest; and

(vi) notwithstanding anything to the contrary in the Grant Documents, all vested stock options held by the Executive on the Date of Termination shall remain eligible to exercise for a period of 18 months following the Date of Termination, or until the original expiration date of the option, if earlier.

In the event of the termination of the employment of the Executive under this paragraph 7(d) except as provided above in this paragraph 7(d), the Company shall have no further liability to the Executive or the Executive's heirs, beneficiaries or estate for damages, compensation, benefits, severance, indemnities or other amounts of whatever nature, directly or indirectly, arising out of or otherwise related to this Agreement and/or the Executive's employment or cessation of employment with the Company.

8. Effect of Change in Control

In the event of a Change in Control of the Company, notwithstanding anything to the contrary in the Grant Documents, 50% of each of the unvested stock options and unvested RSUs

held by the Executive on the date of the Change in Control shall fully vest, subject to the Executive's employment on such date.

9. Proprietary Information, Developments, Non-Competition and Non-Solicitation

(a) Execution of Restrictive Covenant Agreement. As a condition of continued employment with the Company pursuant to the terms of this Agreement, the Executive shall execute contemporaneously with this Agreement the Proprietary Information, Developments, and Non-Solicitation Agreement attached hereto as Exhibit B (the "**Restrictive Covenant Agreement**"), which is hereby incorporated into this Agreement, with the modifications expressly set forth in Sections 9(b) and 9(c) below.

(b) Notwithstanding Section 5 of the Restrictive Covenant Agreement, Company acknowledges that Inventions (as defined in the Restrictive Covenant Agreement) created or procured by Executive during his employment for use in philanthropic, non-profit endeavors, including but not limited to the Foundation, shall be exempt from Section 5 of the Restrictive Covenant Agreement; provided, that such Inventions do not incorporate any of the Company's confidential or proprietary technology, information, or derivatives thereof.

(c) The Executive acknowledges and agrees that Section 6 of the Restrictive Covenant Agreement shall be deemed replaced in its entirety by subsections (i), (ii), and (iii) below:

(i) Based on my exposure to the Company's Confidential Information, I agree that while I am employed by the Company and for a restricted period of (i) twelve (12) months following termination or cessation of my employment with the Company in the event of a termination or cessation of employment for which I am *not* receiving severance pay pursuant to Sections 7(b)(iv) or Section 7(c)(iv) of my employment agreement, or (ii) with respect to a termination or cessation of employment for which I am receiving severance pay pursuant to Sections 7(b)(iv) or Section 7(c)(iv) of my employment agreement, for a period of eighteen (18) months following the termination or cessation of such employment (the period during which Executive is employed together with the applicable twelve or eighteen month period referenced above, the "**Restricted Period**"), I will not directly or indirectly:

A. Engage in any business or enterprise (whether as an owner, partner, officer, employee, director, investor, lender, consultant, independent contractor or otherwise, except as the holder of not more than 1% of the combined voting power of the outstanding stock of a publicly held company) that is competitive with the Company's business, including but not limited to any business or enterprise that develops, manufactures, designs, licenses, produces, markets, sells or renders (or assists any other person in developing, manufacturing, designing, licensing, producing, marketing, selling, or rendering) products or services competitive with those developed, manufactured, designed, licensed, produced, marketed, sold, or rendered by

the Company or planned to be developed, manufactured, designed, licensed, produced, marketed, sold, or rendered by the Company while I was employed by the Company (a “**Competitive Enterprise**”); provided, however, that notwithstanding the foregoing, I may engage in a business or enterprise that devotes less than five percent (5%) of its resources on a consolidated basis to developing or engaging in a Competitive Enterprise, or generates less than five percent (5%) of its revenues or earnings from a Competitive Enterprise so long as in neither case do I provide services (whether as an owner, partner, employee, consultant, principal, independent contractor, officer, director or otherwise) that directly or indirectly relate to a Competitive Enterprise;

B. Either alone or in association with others, solicit, recruit, hire or engage as an independent contractor, or attempt to solicit, recruit, hire or engage as an independent contractor, any person who was employed by the Company or engaged as an independent contractor by the Company at any time during the period of my employment with the Company, except for an individual whose employment with or service for the Company has been terminated for a period of six months or longer;

C. Either alone or in association with others, induce or attempt to induce any customer, client, or account or prospective customer, client, or account of the Company to (i) cease purchasing, licensing, or leasing a product or service developed, designed, produced, marketed, sold or rendered by the Company while I was employed by the Company; or (ii) purchase, license, or lease a product or service competitive with any product or service developed, designed, produced, marketed, sold or rendered by the Company while I was employed by the Company; provided that the foregoing provisions shall not apply the Foundation’s licensing or ceasing to license the Company’s products conducted in the ordinary course of the Foundation’s business ; and/or

D. Accept employment with or provide consulting services for any business or enterprise that was an actual or prospective client, customer, or account of the Company at any time during Executive’s employment with the Company if such employment or consulting services would result in such business or enterprise limiting or ceasing its purchasing, licensing, or leasing of a product or service developed, designed, produced, marketed, sold or rendered by the Company while I was employed by the Company; provided that the foregoing shall not apply to my services to the Foundation conducted in the ordinary course of its business.

(ii) If any restriction set forth in this Section 9 is found by any court of competent jurisdiction to be unenforceable because it extends for too long a period of time or over too great a range of activities or in too broad a geographic area, it

shall be interpreted to extend only over the maximum period of time, range of activities or geographic area as to which it may be enforceable.

(iii) If I violate any of my obligations under this Section 9, I shall continue to be held by the restrictions set forth herein until the Restricted Period has expired without any violation.

(d) **Notification of Restrictive Covenants.** Prior to accepting any employment or consulting engagement with any person, firm or entity during the Restricted Period following the Date of Termination, the Executive shall notify such person, firm or entity in writing of his obligations pursuant to the Restrictive Covenant Agreement and this Agreement, and shall simultaneously provide a copy of such notice to the Company (it being agreed by the Company that such notification required under this paragraph 9(b) shall not be deemed a breach of the confidentiality provisions of this Agreement).

10. Non-Disparagement.

From and after the Commencement Date and following termination of the Executive's employment with the Company, the Executive agrees not to make any statement that is intended to become public, or that should reasonably be expected to become public, and that criticizes, ridicules, disparages or is otherwise derogatory of the Company, any of its subsidiaries, affiliates, employees, officers, directors or stockholders. The Company agrees and covenants that it shall not and shall cause its employees, officers and directors to refrain from, making any defamatory or disparaging remarks, comments or statements concerning the Executive to any third parties.

11. Section 280G.

(a) Notwithstanding any other provision of this Agreement or any other plan, arrangement or agreement to the contrary, if any of the payments or benefits provided or to be provided by the Company to the Executive or for the Executive's benefit pursuant to the terms of this Agreement or otherwise ("**Covered Payments**") constitute parachute payments within the meaning of Section 280G of the Code ("**Parachute Payments**") and would, but for this Section 11 be subject to the excise tax imposed under Section 4999 of the Code (or any successor provision thereto) or any similar tax imposed by state or local law or any interest or penalties with respect to such taxes (collectively, the "**Excise Tax**"), then prior to making the Covered Payments, a calculation shall be made in the manner set forth in Section 11(c) comparing (i) the Net Benefit (as defined below) to the Executive of the Covered Payments after payment of the Excise Tax to (ii) the Net Benefit to the Executive if the Covered Payments are limited to the extent necessary to avoid being subject to the Excise Tax. If, and only if, the amount calculated under (i) above is less than the amount under (ii) above, the Covered Payments shall be reduced to the minimum extent necessary to ensure that no portion of the Covered Payments is subject to the Excise Tax (that amount, the "**Reduced Amount**"). "Net Benefit" shall mean the present value of the Covered Payments net of all federal, state, local, foreign income, employment and excise taxes.

(b) Any such reduction shall be made in accordance with Section 409A of the Code and the following: (i) the Covered Payments which do not constitute nonqualified deferred compensation subject to Section 409A of the Code shall be reduced first; and (ii) all other Covered Payments shall then be reduced as follows: (A) cash payments shall be reduced before non-cash payments; and (B) payments to be made on a later payment date shall be reduced before payments to be made on an earlier payment date.

(c) Any determination required under this Section 11 shall be made in writing by the Company's regular independent auditor unless the Executive reasonably objects to the use of that firm, in which case, the determination will be made by a nationally recognized United States public accounting firm chosen by the parties (the "**Accountants**"), which shall provide detailed supporting calculations to the Company and the Executive as requested by the Company or the Executive. The Company and the Executive shall provide the Accountants with such information and documents as the Accountants may reasonably request in order to make a determination under this Section 11. For purposes of making the calculations and determinations required by this Section 11, the Accountants may rely on reasonable, good faith assumptions and approximations concerning the application of Section 280G and Section 4999 of the Code. The Accountants' determinations shall be final and binding on the Company and the Executive. The Company shall be responsible for all fees and expenses incurred by the Accountants in connection with the calculations required by this Section 11.

(d) The Auditor shall be the Company's regular independent auditor unless the Executive reasonably objects to the use of that firm, in which event the Auditor will be a nationally recognized United States public accounting firm chosen by the parties.

(e) It is possible that after the determinations and selections made pursuant to this Section 11 the Executive will receive Covered Payments that are in the aggregate more than the amount provided under this Section 11 ("**Overpayment**") or less than the amount provided under this Section 11 ("**Underpayment**").

(f) In the event that: (A) the Accountants determine, based upon the assertion of a deficiency by the Internal Revenue Service against either the Company or the Executive which the Accountants believe has a high probability of success, that an Overpayment has been made or (B) it is established pursuant to a final determination of a court or an Internal Revenue Service proceeding that has been finally and conclusively resolved that an Overpayment has been made, then the Executive shall pay any such Overpayment to the Company, together with interest at the applicable federal rate (as defined in Section 7872(f)(2)(A) of the Code) from the date of the Executive's receipt of the Overpayment until the date of repayment.

In the event that: (A) the Accountants, based upon controlling precedent or substantial authority, determine that an Underpayment has occurred or (B) a court of competent jurisdiction determines that an Underpayment has occurred, any such Underpayment will be paid promptly by the Company to or for the benefit of the Executive together with interest at the applicable federal rate (as defined in Section 7872(f)(2)(A) of the Code) from the date the amount would have otherwise been paid to the Executive until the payment date.

12. Enforceability

The failure of any party at any time to require performance by another party of any provision hereunder shall in no way affect the right of that party thereafter to enforce the same, nor shall it affect any other party's right to enforce the same, or to enforce any of the other provisions in this Agreement; nor shall the waiver by any party of the breach of any provision hereof be taken or held to be a waiver of any subsequent breach of such provision or as a waiver of the provision itself.

13. Assignment

The Company and the Executive agree that the Company shall have the right to assign this Agreement, and, accordingly, this Agreement shall inure to the benefit of, be binding upon and may be enforced by, any and all successors and assigns (whether direct or indirect, by asset assignment, stock sale, merger, consolidation, corporate reorganization or otherwise) to all or substantially all of the business or assets of the Company. The Company and Executive agree that Executive's rights and obligations under this Agreement are personal to the Executive, and the Executive shall not have the right to assign or otherwise transfer his rights or obligations under this Agreement, and any purported assignment or transfer shall be void and ineffective, provided that the rights of the Executive to receive certain benefits upon death as expressly set forth under paragraph 7(d) of this Agreement shall inure to the Executive's estate and heirs. The rights and obligations of the Company hereunder shall be binding upon and run in favor of the successors and permitted assigns of the Company.

14. Modification

This Agreement may not be orally canceled, changed, modified or amended, and no cancellation, change, modification or amendment shall be effective or binding, unless in writing and signed by the parties to this Agreement, and approved in writing by the Board.

15. Severability; Survival

If any provision or portion of this Agreement is determined to be invalid or unenforceable for any reason, in whole or in part, the remaining provisions of this Agreement shall nevertheless be binding upon the parties with the same effect as though the invalid or unenforceable part had been severed and deleted or reformed to be enforceable. The respective rights and obligations of the parties hereunder shall survive the termination of the Executive's employment to the extent necessary to the intended preservation of such rights and obligations, specifically paragraphs 5(e), 7, 9, 10, 11, 12, 13, 14, 15, 17, 18, 22, 25, 26 and 27.

16. Life Insurance

The Executive agrees that the Company shall have the right to obtain life insurance on the Executive's life, at the sole expense of the Company and with the Company as the sole beneficiary thereof. The Executive shall (a) cooperate fully in obtaining such life insurance, (b)

sign any necessary consents, applications and other related forms or documents and (c) at the expense of the Company, take any reasonably required medical examinations.

17. Notice

Any notice, request, instruction or other document to be given hereunder by any party hereto to another party shall be in writing and shall be deemed effective (a) upon personal delivery, if delivered by hand, or (b) three calendar days after the date of deposit in the mails, postage prepaid if mailed by certified or registered mail, or (c) on the next business day, if sent by prepaid overnight courier service or facsimile transmission (if electronically confirmed), and in each case, addressed as follows:

If to the Executive:

Mr. Robert LoCascio
At his address on file with the Company

If to the Company:

LivePerson, Inc.
475 10th Avenue
New York, NY 10018
Attn: General Counsel

Any party may change the address to which notices are to be sent by giving notice of such change of address to the other party in the manner herein provided for giving notice.

18. Applicable Law

This Agreement shall be governed by, enforced under, and construed in accordance with the laws of the State of New York without regard to any conflicts or conflict of laws principles in the State of New York that would result in the application of the law of any other jurisdiction.

19. No Conflict

The Executive represents and warrants that he is not subject to any agreement, instrument, order, judgment or decree of any kind, or any other restrictive agreement of any character, which would prevent him from entering into this Agreement or which would be breached by the Executive upon his performance of his duties pursuant to this Agreement.

20. Entire Agreement

This Agreement and the documents and collateral agreements referenced herein represent the entire agreement between the Company and the Executive with respect to the employment of the Executive by the Company, and all prior agreements, plans and arrangements

relating to the employment of the Executive by the Company are nullified and superseded hereby; provided, however, that except as expressly modified in this Agreement, the Grant Documents (as defined in Section 7(a)(vi)) associated with all equity awards granted to the Executive remain in full force and effect in accordance with the terms thereof.

21. Headings

The headings contained in this Agreement are for reference purposes only, and shall not affect the meaning or interpretation of this Agreement.

22. Taxes; Section 409A; Clawbacks

(a) The Company shall withhold from any amounts payable under this Agreement such federal, state or local taxes as shall be required to be withheld pursuant to any applicable law or regulation.

(b) The Executive shall be solely responsible for the payment of all taxes imposed on the Executive relating to the payment or provision of any amounts or benefits hereunder. If and to the extent any portion of any payment, compensation or other benefit provided to the Executive in connection with his employment termination is determined to constitute “nonqualified deferred compensation” within the meaning of Section 409A and the Executive is a specified employee as defined in Section 409A(a)(2)(B)(i) of the Code, as determined by the Company in accordance with its procedures, by which determination the Executive hereby agrees that he is bound, such portion of the payment, compensation or other benefit shall not be paid before the day that is six months plus one day after the date of separation from service (as determined under Section 409A (the “**New Payment Date**”), except as Section 409A may then permit. The aggregate of any payments that otherwise would have been paid to the Executive during the period between the date of separation from service and the New Payment Date shall be paid to the Executive in a lump sum on such New Payment Date, and any remaining payments will be paid on their original schedule. For purposes of this Agreement, each amount to be paid or benefit to be provided shall be construed as a separate identified payment for purposes of Section 409A, and any payments described in Section 7 that are due within the “short term deferral period” as defined in Section 409A shall not be treated as deferred compensation unless applicable law requires otherwise. Notwithstanding anything herein to the contrary or otherwise, except to the extent any expense or reimbursement described in this Agreement does not constitute a “deferral of compensation” within the meaning of Section 409A, any expense or reimbursement described in this Agreement shall meet the following requirements: (a) the amount of expenses eligible for reimbursement provided to the Executive during any calendar year will not affect the amount of expenses eligible for reimbursement to the Executive in any other calendar year; (b) the reimbursements for expenses for which the Executive is entitled to be reimbursed shall be made on or before the last day of the calendar year following the calendar year in which the applicable expense is incurred; (c) the right to payment or reimbursement or in-kind benefits hereunder may not be liquidated or exchanged for any other benefit; and (d) the reimbursements shall be made pursuant to objectively determinable and nondiscretionary Company policies and procedures regarding such reimbursement of expenses. Neither the Company nor the Executive shall have the right to accelerate or defer the delivery of any such payments or benefits

except to the extent specifically permitted or required by Section 409A. This Agreement is intended to comply with the provisions of Section 409A and the Agreement shall, to the extent practicable, be construed in accordance therewith. Terms defined in the Agreement shall have the meanings given such terms under Section 409A if and to the extent required to comply with Section 409A. In any event, the Company makes no representations or warranty and shall have no liability to the Executive or any other person if any provisions of or payments under this Agreement are determined to constitute deferred compensation subject to Code Section 409A but not to satisfy the conditions of that section.

(c) Clawbacks. If any law, rule or regulation applicable to the Company or its affiliates (including any rule or requirement of any nationally recognized stock exchange on which the stock of the Company or its affiliates has been listed), or any policy of the Company or its affiliates reasonably designed to comply therewith, requires the forfeiture or recoupment of any amount paid or payable to the Executive hereunder (or under any other agreement between the Executive and the Company or its affiliates or under any plan in which the Executive participates), the Executive hereby consents to such forfeiture or recoupment, in each case in the time and manner determined by the Company in its reasonable good faith discretion. Furthermore, if the Executive engages in any act of embezzlement, fraud or dishonesty involving the Company or its affiliates which results in a financial loss to the Company or its affiliates, the Company shall be entitled to recoup an amount from the Executive determined by the Company in its reasonable discretion to be commensurate with such financial loss.

23. Counterparts

This Agreement may be executed in two counterparts or by facsimile transmission, both of which taken together shall constitute one instrument.

24. No Strict Construction

The language used in this Agreement will be deemed to be the language chosen by the Company and the Executive to express their mutual intent, and no rule of law or contract interpretation that provides that in the case of ambiguity or uncertainty a provision should be construed against the draftsman will be applied against any party hereto.

25. Cooperation

The Executive agrees, both during and after the Term, at the reasonable request of the Company, to cooperate with the Company in connection with any investigation of or legal action against the Company or any of its affiliates involving misconduct or noncompliance by the Company, its affiliates or any of its present or former employees. The Company shall reimburse the Executive for reasonable expenses incurred in connection with such cooperation, and to the extent that the Executive is required to spend substantial time after the Term on such matters, the Company shall compensate the Executive at an hourly rate of \$250 per hour, to the extent compensation is permitted under applicable law.

26. Publicity.

Subject to the provisions of the next sentence, no party to this Agreement shall issue any press release or other public document or make any public statement relating to this Agreement or the matters contained herein without obtaining the prior approval of the Company and the Executive. Notwithstanding the foregoing, the foregoing provision shall not apply to the extent that the Company is required to make any announcement relating to or arising out of this Agreement by virtue of applicable securities laws or other stock exchange rules, or any announcement by any party pursuant to applicable law or regulations.

IN WITNESS WHEREOF, the parties have executed this Employment Agreement as of the date indicated below.

LivePerson, Inc.

By: _____
Jill Layfield **Date**
Chair, Compensation Committee,

Board of Directors

LivePerson, Inc.

By: _____
Daryl Carlough **Date**
SVP, Global Controller

Executive

By: _____
Robert LoCascio **Date**

CEO

Exhibit A to Employment Agreement

YOU SHOULD CONSULT WITH AN ATTORNEY BEFORE SIGNING THIS RELEASE OF CLAIMS.

Separation and Release of Claims Agreement

This Separation and Release of Claims Agreement (the “Agreement”) is made by and between LivePerson, Inc. (the “Company”) and Robert LoCascio (the “Executive”).

WHEREAS, the parties wish to resolve amicably the Executive’s separation from the Company and establish the terms of the Executive’s severance arrangement;

NOW, THEREFORE, in consideration of the promises and conditions set forth herein, the sufficiency of which is hereby acknowledged, the Company and the Executive agree as follows:

1. Separation Date. The Executive's effective date of separation from employment with the Company is _____ (the "Separation Date"). As of the Separation Date, all salary payments will cease and any benefits the Executive has under Company-provided benefit plans, programs, or practices will terminate, except as required by federal or state law or as otherwise expressly set forth in this Agreement or the Employment Agreement (as defined below).

2. Severance Benefits. In return for the execution and non-revocation of this Agreement, and the Executive's compliance with all of its terms, the Company agrees to provide the Executive with payments and benefits as set forth in Section 7 of the Employment Agreement dated as of [date] between the Executive and the Company (the "Employment Agreement").

3. Release of Claims. In consideration of the severance benefits, which the Executive acknowledges he would not otherwise be entitled to receive, the Executive hereby fully, forever, irrevocably and unconditionally releases, remises and discharges the Company, its officers, directors, stockholders, corporate affiliates, subsidiaries, parent companies, agents and employees (each in their individual and corporate capacities), all employee benefit plans and plan fiduciaries (hereinafter, the "Released Parties") from any and all claims, charges, complaints, demands, actions, causes of action, suits, rights, debts, sums of money, costs, accounts, reckonings, covenants, contracts, agreements, promises, doings, omissions, damages, executions, obligations, liabilities, and expenses (including attorneys' fees and costs), of every kind and nature which the Executive ever had or now has against any or all of the Released Parties, including but not limited to any and all claims arising out of the Executive's employment with and/or separation from the Company, including, but not limited to, all employment discrimination claims under Title VII of the Civil

Rights Act of 1964, 42 U.S.C. § 2000e et seq., the Age Discrimination in Employment Act, 29 U.S.C. § 621 et seq., the Americans With Disabilities Act of 1993, 42 U.S.C., § 12101 et seq., as amended by the Older Workers Benefit Protection Act (OWBPA), the Equal Pay Act of 1963, 29 U.S.C. § 206(d), and the Family and Medical Leave Act, 29 U.S.C. § 2601 et seq., all as amended; all claims arising out of Section 806 of the Corporate and Criminal Fraud Accountability Act of 2002, 18 U.S.C. § 1681 et seq., the Fair Credit Reporting Act, 15 U.S.C. § 1681 et seq., and the Employee Retirement Income Security Act of 1974 (“ERISA”), 29 U.S.C. § 1001 et seq., all as amended; all claims under the New York Human Rights Law, N.Y. Exec. Law § 290 et seq., the New York City Human Rights Law, N.Y.C. Admin. Code § 8-101 et seq., N.Y. Civ. Rights Law § 40-c et seq. (New York anti-discrimination law), the New York Equal Pay Law, N.Y. Lab. Law § 194 et seq., and the New York Whistleblower Law, N.Y. Lab. Law § 740, all as amended; all common law claims including, but not limited to, actions in tort, defamation and breach of contract; all claims to any non-vested ownership interest in the Company, contractual or otherwise, including but not limited to claims to stock or stock options; and any claim or damage arising out of the Executive’s employment with or separation from the Company (including a claim for retaliation) under any common law theory or any federal, state or local statute or ordinance not expressly referenced above; provided, however, that nothing in this Agreement (a) prevents the Executive from filing, cooperating with, or participating in any proceeding before the EEOC or a state Fair Employment Practices Agency (b) should be considered a release of the Executive’s (i) rights under any contract preserved by this Agreement, (ii) right to receive COBRA continuation coverage in accordance with applicable law, (iii) right to pursue claims under ERISA with respect to an employee benefit plan of the Company or (iv) rights to indemnification the Executive has or may have under the by-laws

of the Company, the Employment Agreement or as an insured under any director's and officer's liability insurance policy now or previously in force.

4. Post Termination Obligations. The Executive acknowledges and reaffirms his obligation to keep confidential all non-public information concerning the Company which he acquired during the course of his employment with the Company (the "Proprietary Information"). The Executive further acknowledges and reaffirms his continuing obligations to the Company pursuant to the terms of Section 9 of the Employment Agreement and the Proprietary Information Agreement attached thereto as Exhibit B (the "Proprietary Information Agreement"), which obligations remain in full force and effect. Notwithstanding anything in the Proprietary Information Agreement:

(a) Nothing in this Section 4 or the Proprietary Information Agreement shall prevent the Executive from disclosing Proprietary Information to the extent required by law. Additionally, nothing in this Section 4 or the Proprietary Information Agreement shall preclude the Executive's right to communicate, cooperate or file a complaint with any U.S. federal, state or local governmental or law enforcement branch, agency or entity (collectively, a "Governmental Entity") with respect to possible violations of any U.S. federal, state or local law or regulation or otherwise make disclosures to any Governmental Entity, in each case, that are protected under the whistleblower or similar provisions of any such law or regulation; provided that in each case such communications and disclosures are consistent with applicable law. Further, nothing in this Section 4 or the Proprietary Information Agreement shall preclude the Executive's right to receive an award from a governmental entity for information provided under any whistleblower or similar program.

(b) The Executive shall not be held criminally or civilly liable under any Federal or State trade secret law for the disclosure of a trade secret that is made in confidence to a Federal, State, or local government official or to an attorney solely for the purpose of reporting or investigating a suspected violation of law. The Executive shall not be held criminally or civilly liable under any Federal or State trade secret law for the disclosure of a trade secret that is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal. If the Executive files a lawsuit for retaliation by the Company for reporting a suspected violation of law, the Executive may disclose the trade secret to his or her attorney and use the trade secret information in the court proceeding, provided, that that the Executive files any document containing the trade secret under seal, and does not disclose the trade secret, except pursuant to court order.

5. Return of Company Property. The Executive represents that he has returned to the Company all Company property and equipment in his possession or control, including, but not limited to, computer equipment (including, but not limited to, computer hardware, software and printers, wireless handheld devices, cellular phones, pagers, etc.), customer information, customer lists, employee lists, Company files, notes, contracts, records, business plans, financial information, specifications, computer-recorded information, software, tangible property, identification badges and keys, and any other materials of any kind which contain or embody any proprietary or confidential material of the Company (and all reproductions thereof). The Executive also represents that he has not intentionally destroyed any electronic Company documents in connection with the termination of his Employment, including those that he developed or helped develop during his employment. The Executive further covenants to take all necessary steps to make known to the

Company any accounts for his benefit, if any, in the Company's name, which are known to Executive but not otherwise known to the Company, and otherwise to cooperate with the Company in, the cancellation of all accounts for his benefit, if any, in the Company's name (and or the transition of those accounts to Executive), including, but not limited to, credit cards, telephone charge cards, cellular phone accounts, pager accounts, and computer accounts, and will not after the Separation Date use any such accounts that remain in the name of the Company.

6. Business Expenses and Final Compensation. The Executive acknowledges that he has been reimbursed by the Company for all business expenses incurred by him in conjunction with his employment with the Company and that no other reimbursements are owed to him. The Executive further acknowledges that he has been provided with all compensation and benefits due to him as of the Separation Date, including, but not limited to, any and all wages, bonuses, equity and any accrued but unused vacation time, and that he is not entitled to receive any additional consideration beyond that provided for pursuant to section 2 of this Agreement.

7. Cooperation. The Executive agrees to cooperate with the Company to the extent reasonably requested by the Board in the defense or prosecution of any claims or actions now in existence or which may be brought in the future against or on behalf of the Company; provided that, the Company shall make reasonable efforts to minimize disruption of the Executive's other activities. The Executive's cooperation in connection with such claims or actions may include, but not be limited to, his being available to meet with Company counsel to prepare for trial or discovery or an administrative hearing or alternative dispute resolution and to act as a witness when requested by the Company at reasonable times designated by the Company. The Company shall reimburse the Executive for reasonable expenses incurred in connection with such cooperation, and to the

extent that the Executive is required to spend substantial time on such matters, the Company shall compensate the Executive at an hourly rate of \$250 per hour, to the extent compensation is permitted under applicable law.

8. Nature of Agreement. The Executive understands and agrees that this Agreement is a severance and settlement agreement and does not constitute an admission of liability or wrongdoing on the part of the Company.

9. Amendment. This Agreement shall be binding upon the parties and may not be abandoned, supplemented, changed or modified in any manner, orally or otherwise, except by an instrument in writing of concurrent or subsequent date signed by a duly authorized representative of the parties hereto. This Agreement is binding upon and shall inure to the benefit of the parties and their respective agents, assigns, heirs, executors, successors and administrators.

10. Validity. Should any provision of this Agreement be declared or be determined by any court of competent jurisdiction to be illegal or invalid, the validity of the remaining parts, terms, or provisions shall not be affected thereby and said illegal and invalid part, term or provision shall be deemed not to be a part of this Agreement.

11. Confidentiality. To the extent permitted by law, the Executive understands and agrees that the terms and contents of this Agreement, and the contents of the negotiations and discussions resulting in this Agreement, shall be maintained as confidential by the Executive (provided, however, that Executive will not be prohibited from making disclosures to the Executive's attorney, tax advisors, immediate family members),, and none of the above shall be disclosed except to the extent

required by federal or state law or as otherwise agreed to in writing by the authorized agent of each party.

12. Non-Disparagement. The Executive understands and agrees that as a condition for receipt of the severance benefits, he shall not make any false, disparaging or derogatory statements in public or private to any person or entity, including without limitation any media outlet, regarding the Company or any of its directors, officers, employees, agents, or representatives or regarding the Company's business affairs and financial condition. This Section does not in any way restrict or impede the Executive from exercising protected rights to the extent that such rights cannot be waived by agreement or from complying with any applicable law or regulation or a valid order of a court of competent jurisdiction or an authorized government agency, provided that such compliance does not exceed that required by the law, regulation, or order.

13. Tax Acknowledgement. In connection with the severance benefits provided to the Executive pursuant to this Agreement, the Company shall withhold and remit to the tax authorities the amounts required under applicable law, and the Executive shall be responsible for all applicable taxes with respect to such payments and consideration under applicable law. The Executive acknowledges that he is not relying upon the advice or representation of the Company with respect to the tax treatment of any of the payments pursuant to this Agreement.

14. Entire Agreement. This Agreement contains and constitutes the entire understanding and agreement between the parties hereto with respect to severance and settlement and cancels all previous oral and written negotiations, agreements, commitments, and writings in connection therewith.

15. Applicable Law and Consent to Jurisdiction. This Agreement shall be interpreted and construed by the laws of the State of New York, without regard to conflict of laws provisions. The Executive hereby irrevocably submits to and acknowledges and recognizes the jurisdiction of the courts of the State of New York or if appropriate, a federal court located in New York (which courts, for purposes of this Agreement, are the only courts of competent jurisdiction) over any suit, action or other proceeding arising out of, under or in connection with this Agreement or the subject matter hereof.

16. Acknowledgments. The Employee acknowledges that he has been given at least [twenty-one (21)/forty-five (45)] days to consider the release of claims set forth in this Agreement and that the Company advised him to consult with any attorney of his own choosing prior to signing this Agreement. The Executive further acknowledges that he may revoke this Agreement for a period of seven (7) days after the execution of this Agreement. If no such revocation occurs, the Agreement (including the release of claims contained in this Agreement) will become irrevocable and binding and enforceable against the Executive, on the date next following the day on which the foregoing 7-day period elapsed. The Executive understands and agrees that by entering into this Agreement he is waiving any and all rights or claims he might have under the Age Discrimination in Employment Act, as amended by the Older Workers Benefit Protection Act, and that he has received consideration beyond that to which he was previously entitled.

17. Voluntary Assent. The Executive affirms that no other promises or agreements of any kind have been made to or with him by any person or entity whatsoever to cause him to sign this Agreement, and that he fully understands the meaning and intent of this Agreement. The Executive states and represents that he has had an opportunity to fully discuss and review the terms

of this Agreement with an attorney. The Executive further states and represents that he has carefully read this Agreement, understands the contents herein, freely and voluntarily assents to all of the terms and conditions hereof, and signs his name of his own free act.

IN WITNESS WHEREOF, all parties have set their hand and seal to this Agreement as of the date written below.

Robert LoCascio

Date:_____

LivePerson, Inc.

By:_____

Date:_____

Exhibit B to Employment Agreement

{LivePerson Standard Employee Confidential & Proprietary Information Document}

SUBSIDIARIES OF LIVEPERSON, INC.

LivePerson Ltd. (formerly HumanClick Ltd.) — Israel
Kasamba Inc. — Delaware
Engage Pty Ltd. — Australia
LivePerson (UK) Ltd. — United Kingdom
LivePerson Netherlands B.V. — Netherlands
Contact At Once!, LLC — Georgia

Consent of Independent Registered Public Accounting Firm

LivePerson, Inc.
New York, New York

We hereby consent to the incorporation by reference in the Registration Statements on Form S-3 (No. 333-112019, 333-112018, 333-136249 and 333-147929) and Form S-8 (No. 333-34230, 333-147572, 333-159850, 333-168945, 333-194590 and 333-219573) of LivePerson, Inc. of our reports dated March 15, 2018, relating to the consolidated financial statements and the effectiveness of LivePerson, Inc.'s internal control over financial reporting, which appear in this Form 10-K.

/s/ BDO USA, LLP

BDO USA, LLP

New York, New York

March 15, 2018

CERTIFICATIONS

I, Robert P. LoCascio, certify that:

1. I have reviewed this Annual Report on Form 10-K of LivePerson, Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
 - (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: March 15, 2018

By: /s/ ROBERT P. LOCASCIO

Name: Robert P. LoCascio

Title: Chief Executive Officer (principal executive officer)

CERTIFICATIONS

I, Daryl J. Carlough, certify that:

1. I have reviewed this Annual Report on Form 10-K of LivePerson, Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
 - (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: March 15, 2018

By: /s/ Daryl J. Carlough

Name: Daryl J. Carlough

Title: Senior Vice President, Global and Corporate Controller
(principal financial officer)

CERTIFICATION PURSUANT TO
18 U.S.C. SECTION 1350,
AS ADOPTED PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002

I, Robert P. LoCascio, Chief Executive Officer of LivePerson, Inc. (the "Company"), certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that:

- (1) the Annual Report of the Company on Form 10-K for the period ended December 31, 2017, as filed with the Securities and Exchange Commission (the "Report"), fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and
- (2) the information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Date: March 15, 2018

By: /s/ ROBERT P. LOCASCIO

Name: Robert P. LoCascio

Title: Chief Executive Officer (principal executive officer)

This certification shall not be deemed "filed" for purposes of Section 18 of the Securities Exchange Act of 1934, or otherwise subject to the liability of that section, nor shall it be deemed to be incorporated by reference into any filing under the Securities Act of 1933 or the Securities Exchange Act of 1934, except to the extent the Company specifically incorporates it by reference.

CERTIFICATION PURSUANT TO
18 U.S.C. SECTION 1350,
AS ADOPTED PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002

I, Daryl J. Carlough, Senior Vice President, Global and Corporate Controller of LivePerson, Inc. (the "Company"), certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that:

- (1) the Annual Report of the Company on Form 10-K for the period ended December 31, 2017, as filed with the Securities and Exchange Commission (the "Report"), fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and
- (2) the information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Date: March 15, 2018

By: /s/ Daryl J. Carlough

Name: Daryl J. Carlough

Title: Senior Vice President, Global and Corporate Controller
(principal financial officer)

This certification shall not be deemed "filed" for purposes of Section 18 of the Securities Exchange Act of 1934, or otherwise subject to the liability of that section, nor shall it be deemed to be incorporated by reference into any filing under the Securities Act of 1933 or the Securities Exchange Act of 1934, except to the extent the Company specifically incorporates it by reference.