

UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION

Washington, D.C. 20549

FORM 10-K/A  
(Amendment No. 1)

ANNUAL REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the Fiscal Year Ended December 31, 2023

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 or other jurisdiction of incorporation or organization)

13-3861628

(IRS Employer Identification No.)

530 7th Ave, Floor M1

New York, New York

(Address of Principal Executive Offices)

10018

(Zip Code)

(212) 609-4200

(Registrant's telephone Number, including area Code)  
Securities registered pursuant to Section 12(b) of the Act:

<u>Title of each class</u>	<u>Trading Symbol(s)</u>	<u>Name of each exchange on which registered</u>
Common Stock, par value \$0.001 per share	LPSN	The Nasdaq Stock Market LLC
Rights to Purchase Series A Junior Participating Preferred Stock	None	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 every Interactive Data File required to be submitted 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 such files). Yes  No

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.

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 has filed a report on and attestation to its management's assessment of the effectiveness of its internal control over financial reporting under Section 404(b) of the Sarbanes-Oxley Act (15 U.S.C. 7262(b)) by the registered public accounting firm that prepared or issued its audit report.

If securities are registered pursuant to Section 12(b) of the Act, indicate by check mark whether the financial statements of the registrant included in the filing reflect the correction of an error to previously issued financial statements.

Indicate by check mark whether any of those error corrections are restatements that required a recovery analysis of incentive-based compensation received by any of the registrant's executive officers during the relevant recovery period pursuant to §240.10D-1(b).

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, 2023 (the last business day of the registrant's most recently completed second fiscal quarter) was approximately \$314,293,318 (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 February 23, 2024, 88,111,015 shares of the registrant's common stock were outstanding.

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Auditor Name

BDO USA, P.C.

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Auditor Location

New York, New York

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Auditor Firm ID

23

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LIVEPERSON, INC.  
AMENDMENT NO. 1 TO 2023 ANNUAL REPORT ON FORM 10-K/A

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## EXPLANATORY NOTE

LivePerson, Inc. ("LivePerson", the "Company", "we" or "us") is filing this Amendment No. 1 on Form 10-K/A (this "Amendment") to amend the Annual Report on Form 10-K for the fiscal year ended December 31, 2023 originally filed with the Securities and Exchange Commission (the "SEC") by the Company on March 4, 2024 (the "Original Form 10-K") for the purpose of including the information required by Items 10 through 14 of Part III of Form 10-K. This information was omitted from the Original Form 10-K in reliance on General Instruction G(3) to Form 10-K, which permits such information to be incorporated by reference from a registrant's definitive proxy statement, if filed with the SEC not later than 120 days after the end of the fiscal year covered by a Form 10-K (or as such deadline may be extended pursuant to Rule 0-3 under the Securities Exchange Act of 1934, as amended (the "Exchange Act")) (the "Filing Deadline"). We will not have filed our definitive proxy statement by the Filing Deadline and are therefore amending and restating in their entirety Items 10, 11, 12, 13 and 14 of Part III of the Original Form 10-K.

In addition, as required by Rule 12b-15 under the Exchange Act, certifications by LivePerson's principal executive officer and principal financial officer are filed as exhibits to this Amendment under Item 15 of Part IV hereof. Because no financial statements have been included in this Amendment and this Amendment does not contain or amend any disclosure with respect to Items 307 and 308 of Regulation S-K, paragraphs 3, 4 and 5 of the certifications have been omitted. We are not including certifications pursuant to Section 906 of the Sarbanes-Oxley Act of 2002 as no financial statements are being filed with this Amendment.

This Amendment does not reflect events occurring after the filing of the Original Form 10-K or modify or update the disclosure contained in the Original Form 10-K in any way other than as required to reflect the amendments discussed above and reflected below. Accordingly, this Amendment should be read in conjunction with the Original Form 10-K and with the Company's filings with the SEC subsequent to the filing of the Original Form 10-K. Capitalized terms used but not defined herein have the meanings assigned to them in the Original Form 10-K.

#### CAUTIONARY STATEMENT CONCERNING FORWARD-LOOKING STATEMENTS

Statements in this Amendment about LivePerson that are not historical facts are forward-looking statements. These forward-looking statements are based on our current expectations, assumptions, estimates and projections about LivePerson and our industry. Our expectations, assumptions, estimates 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, assumptions, estimates and projections will be realized. Examples of forward-looking statements include, but are not limited to, statements regarding future business, future results of operations or financial condition (including based on examinations of historical operating trends) and management strategies. Many of these statements are found in the "Business" and "Management's Discussion and Analysis of Financial Condition and Results of Operations" sections of the Original Form 10-K. When used in this Amendment, the words "anticipates," "believes," "estimates," "expects," "intends," "plans," "projects," and variations of such words or similar expressions are intended to identify forward-looking statements. However, not all forward-looking statements contain these words. Forward-looking statements are subject to risks and uncertainties that could cause actual future events or results to differ materially from those expressed or implied in the forward-looking statements. Important factors that could cause our actual results to differ materially from the forward-looking statements we make in this Amendment include those set forth in the section of the Original Form 10-K entitled "Risk Factors." It is routine for our internal projections and expectations to change as the year or each quarter in the year progresses, 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. Our policy is generally to provide our expectations only once per quarter, and not to update that information until the next quarter. We do not undertake any obligation to revise forward-looking statements to reflect future events or circumstances. All forward-looking statements are made pursuant to the safe harbor provisions of the Private Securities Litigation Reform Act of 1995.

## PART III

### Item 10. Directors, Executive Officers and Corporate Governance

The following is a brief biographical summary of the experience of our directors, including their ages as of April 29, 2024.

**Kevin Lavan**, 71, Mr. Lavan has served as a member of LivePerson's board of directors (the "Board") since January 2000. Mr. Lavan currently serves as Chief Financial Officer of Autoclear LLC, a designer, builder and distributor of security systems, a role he has held since February 2016. Prior to his current role, Mr. Lavan was an independent consultant to the media and entertainment industries, building on his leadership experience across entertainment, media and direct and digital marketing. Between April 2010 and December 2014, Mr. Lavan was a Senior Vice President, Worldwide Controller of IMG, an international and diversified sports, entertainment and media company. He also served in various executive roles at Paradysz Matera Company, Inc., MDCPartners, Inc., Now Marketing, Inc. and Wunderman, a marketing division of Young & Rubicam Inc., and previously served as an independent consultant to marketing services organizations. While at Now Marketing, Inc., Mr. Lavan invented NowCode, a product that was used in several television promotions including by NBC for a sweepstakes for the 2002 Winter Olympics. Earlier in Mr. Lavan's career, he held various finance roles at Young & Rubicam, Viacom Inc. and Viacom's subsidiary, MTV Networks. Mr. Lavan holds a B.S. degree from Manhattan College and is a Certified Public Accountant. Mr. Lavan serves as Chair of the Audit Committee and also serves on the Compensation Committee and Operating Committee.

Mr. Lavan brings to the Board a highly relevant perspective in digital marketing and advertising, as well as extensive operating and financial senior management experience.

**Yael Zheng**, 59, Ms. Zheng has served as a member of the Board since December 2022. Ms. Zheng brings over two decades of experience and leadership in B2B software, marketing and customer engagement to LivePerson. Most recently, Ms. Zheng served as Chief Marketing Officer of Bill Holdings, Inc., a provider of cloud-based software that automates back-office financial operations for small and midsize businesses. Before that, she served as Chief Marketing Officer at Tintri, Inc., a virtualization focused storage company. Ms. Zheng also previously served, on a consulting basis, as Head of Marketing of Medallia, Inc., a company offering SaaS customer experience and enterprise feedback management software. Prior to that, as part of the executive team at VMware, Inc., a software company providing cloud computing infrastructure and services, Ms. Zheng served as Vice President of Corporate and Worldwide Marketing, and Vice President of Global Support Services. Ms. Zheng currently serves on the boards of MeridianLink, Inc., a provider of cloud-based products and services that enable financial institutions to streamline digital lending for consumers and businesses; BillTrust, Inc., a provider of cloud-based B2B accounts receivable automation products and services; and Splashtop, Inc., a remote access and remote support software company. Previously, Ms. Zheng served on the boards of Poly Inc., a global communications technology company until its acquisition by HP Inc. in August, 2022; and Stella Connect Inc., a customer feedback software company, which was acquired by Medallia in September 2020. She holds a NACD Directorship Certification from the National Association of Corporate Directors. Ms. Zheng holds an M.B.A. from the Haas School of Business at the University of California, Berkeley and a B.S. in Materials Science and Engineering from the Massachusetts Institute of Technology. Ms. Zheng serves on the Audit Committee and Compensation Committee.

Ms. Zheng brings to the Board notable insights in corporate strategy, go-to-market operations, and executive leadership experience.

**Bruce Hansen**, 65, Mr. Hansen has served as a member of the Board since December 2022. Mr. Hansen brings three decades of experience building companies across the burgeoning big data, AI/analytics, and fintech industries to LivePerson. He previously co-founded and served as Chairman and CEO of ID Analytics (now part of LexisNexis Risk Solutions), a leader in consumer risk management software solutions from 2002 to 2012. Prior to ID Analytics, Mr. Hansen was President at HNC Software Inc., a global AI software provider in financial services, wireless, and healthcare, which was acquired by FICO in 2002. Earlier in his career, he held executive roles at Center for Adaptive Systems Applications (CASA) Inc., CitiGroup, ADP, and JPMorgan Chase. Currently, Mr. Hansen serves as board chair at Verisk Analytics, Inc., which offers leading data analytics technology, and board member at Mitek Systems, Inc., a provider of identity verification solutions. Previously, Mr. Hansen served on the boards of RevSpring, Inc., a private company providing consumer communications, billing, and payments solutions, GDS Link, a private provider of customer-centric risk management and process automation solutions, Performant Financial Corp, a healthcare payment integrity company, and Zyme, a leading channel data management cloud platform that is now part of E2Open. Mr. Hansen holds an M.B.A. in finance from The University of Chicago's Booth School of Business and an A.B. in economics from Harvard University. Mr. Hansen serves on the Audit Committee and the Operating Committee.

Mr. Hansen brings to the Board management and operations experience gained as a senior executive of multiple data analytics businesses, current and past service on other public company boards, and a global perspective in areas such as product innovation and technology expertise, with particular knowledge of AI and fintech.

**Vanessa Pegueros**, 59, Ms. Pegueros has served as a member of the Board since December 2022. Ms. Pegueros brings over three decades of experience and leadership in software, technology and cybersecurity to LivePerson. Most recently, she served as the Chief Trust & Security Officer of Onelogin, Inc., the identity platform for secure, scalable and smart experiences that connect people to technology. Prior to that, Ms. Pegueros served as Vice President and Chief Information Security Officer of DocuSign, Inc., the world's leading way to electronically sign and manage contracts. Ms. Pegueros also previously served as Senior Vice President of Information Security at U.S. Bancorp; Chief Information Security Officer at Expedia Group, Inc.; and First Vice President, Security Assessment Services at Washington Mutual, Inc. Currently, Ms. Pegueros serves on the board of Prisdio Inc., a cloud-based secure digital vault, and as a member of the board and the Audit Committee of Boeing Employee Credit Union. Previously, Ms. Pegueros served on the board of Carbon Black, Inc., an endpoint security company, which was acquired by VMware, Inc. in October 2019. Ms. Pegueros holds an M.B.A. and Public Management Certificate from Stanford Graduate School of Business, an M.S. in Telecommunications from the University of Colorado at Boulder, and a B.S. in Mechanical Engineering from the University of California at Berkeley. She is Directorship Certified through the NACD as well as a certified Qualified Technology Expert through the Digital Directors Network. She also holds GSEC, CRISC, CISM, and CISSP security certifications as well as the Certified Information Privacy Professional Europe (CIPP/E) privacy certification. Ms. Pegueros serves as chair of the Operating Committee and also serves on the Compensation Committee and Nominating and Corporate Governance Committee.

Ms. Pegueros brings to the Board extensive senior leadership experience, technological expertise and innovation, and deep knowledge in the areas of governance and organizational management.

**William G. Wesemann**, 67, Mr. Wesemann has served as a member of the Board since November 2004. Mr. Wesemann brings experience as an executive, board member and investor in various technology companies. Mr. Wesemann has been an independent consultant and an independent investor since 2002 in the software and consumer services industries. In addition to his role as a member of the Board, Mr. Wesemann has served on the board of directors of Aclarion, Inc. (Nasdaq: ACON), a medical SAAS company that listed on Nasdaq in 2022, since 2014 and has served as its Lead Independent Director since 2022. He also serves on the boards of directors of several privately-held companies, including STATIONHEAD, a social audio company, and Mylio, a photo management company. From March 2016 until January 2019, Mr. Wesemann was CEO of LARC Networks Inc., a communication, security and privacy technology developer. Earlier in his career, Mr. Wesemann was CEO of NextPage, Inc., a provider of document management systems, CEO of netLens Inc., a peer-to-peer platform for creating distributed applications that was acquired by NextPage, and Vice President of Sales of Genesys Telecommunications Laboratories, Inc., a leader in computer-telephony integration. Mr. Wesemann received a B.A. degree from Glassboro State College (now called Rowan University). Mr. Wesemann serves as Chair of the Nominating and Corporate Governance Committee and also serves on the Audit Committee and Compensation Committee.

Mr. Wesemann brings to the Board notable technology, software and sales experience, in addition to extensive CEO, management and board experience at public and private software and technology companies.

**Jill Layfield**, 49, Ms. Layfield has served as a member of the Board since November 2016 and has been Chair of the Board since July 2023, having previously served as the Lead Independent Director. She has served as CEO of James Michelle Jewelry, a digitally-native, direct-to-consumer, jewelry company. Ms. Layfield has served in this role since June of 2022. Ms. Layfield co-founded Tamara Mellon, a digitally-native, luxury retail company, where she served as CEO from July 2016 to December 2021 and assisted in launching the first-ever digitally-led, direct-to-consumer luxury footwear brand. From November 2004 until July 2016, Ms. Layfield served in various roles at Backcountry.com, including as President and CEO from January 2011 to December 2015. During her time at Backcountry.com she significantly grew the company and successfully sold the business to TSG Consumer Partners for \$350 million. Ms. Layfield also held various marketing positions at several major Silicon Valley companies. Ms. Layfield currently sits on the board of directors for The Orvis Company. Additionally, Ms. Layfield previously sat on the boards of directors of Camber Outdoors and SmartPak Equine. Ms. Layfield received a B.A. degree in Communications—Journalism from Santa Clara University. Ms. Layfield is recognized as an innovator and industry expert in combining organizational change and advanced technologies to retool customer care for the digital, mobile era. Ms. Layfield serves as Chair of the Compensation Committee and also serves on the Audit Committee and Nominating and Corporate Governance Committee.

Ms. Layfield brings to the Board a deep experience in the retail and technology sector, operational expertise and unique expertise transforming customer experience and forging meaningful, high-quality connections between brands and consumers.



**James Miller**, 60, Mr. Miller has served as a member of the Board since February 2023. Mr. Miller brings over 20 years of board, C-Suite and executive experience at leading technology and e-commerce companies such as Google, Wayfair, The RealReal, Amazon, Sanmina-SCI and Cisco. Mr. Miller served as Chief Technology Officer of Wayfair, Inc. from 2019 to 2022. Prior to Wayfair, he served as Chief Executive Officer of AREVO Inc., a 3-D printing company, and previously held executive leadership roles at Google including Vice President of Operations, Ads and Commerce, and Vice President of Worldwide Operations & Google Energy LLC. Prior to joining Google, Mr. Miller was Executive Vice President at Sanmina-SCI Corporation, one of the world's largest electronic manufacturing service providers. Mr. Miller has also held executive roles in operations and supply chain at FirstSolar, Inc., Cisco Systems, Inc. and Amazon.com, Inc. Mr. Miller currently serves on the boards of The RealReal, Inc., a Nasdaq-listed online luxury resale store and Brambles Ltd., an ASX-listed supply-chain logistics company. He previously served on the board of Wayfair before becoming its Chief Technology Officer, and ITRenew, Inc., a privately-held global provider of data sanitization and IT asset disposition (ITAD) services. Mr. Miller serves on the Nominating and Corporate Governance Committee and the Operating Committee. Mr. Miller holds a B.S. in aerospace from Purdue University, an M.S. in mechanical engineering from the Massachusetts Institute of Technology and an M.B.A. from MIT's Sloan School of Management.

Mr. Miller brings to the Board extensive experience in scaling rapidly-growing internet companies, technological and operational expertise and significant knowledge of financial management and corporate strategy.

**John Sabino**, 51, Mr. Sabino has served as our Chief Executive Officer ("CEO") and as a member of the Board since January 2024. Prior to joining LivePerson, Mr. Sabino served as Chief Customer Officer of VMware, Inc., a cloud computing and virtualization technology company, from October 2021 to January 2024, where he led the company's 7,000-person global customer success organization. From 2017 to October 2021, Mr. Sabino served as Chief Customer Officer of Splunk Inc., a software company focused on data management and digital system security solutions where he oversaw customer experience for Splunk's more than 18,000 customers. From March 2015 to April 2017, Mr. Sabino served as Chief Operating Officer of GE Digital, an industrial software company focused on creating the infrastructure and next generation capabilities for the industrial internet, where he led operations and oversaw strategy, go-to-market, and technology infrastructure. Mr. Sabino started his career as a captain in the United States Army and has held executive roles leading commercial operations and strategic initiatives at GE Capital and NBC Universal. Mr. Sabino holds an MBA from USC's Marshall School of Business and a BS from the United States Military Academy at West Point.

Mr. Sabino brings to the Board a unique perspective on LivePerson's business as well as his strategic vision and operational insights as the Company's CEO. In addition, the Company values Mr. Sabino's SaaS and enterprise software leadership experience and deep familiarity with the technology and digital business industry.

The following is a brief biographical summary of the experience of the executive officers of LivePerson, including their ages as of April 29, 2024.

<b>Name</b>	<b>Age</b>	<b>Position(s)</b>
<b>John Sabino</b>	51	Chief Executive Officer
<b>John D. Collins</b>	42	Chief Financial Officer and Chief Operating Officer
<b>Monica L. Greenberg</b>	55	Executive Vice President, Policy & General Counsel
<b>Jeffrey Ford</b>	45	Chief Accounting Officer
<b>Alex Kroman</b>	43	Chief Product & Technology Officer

**John Sabino** biography can be found above in this Amendment, and is included with the biographies of the other members of the Board. Biographies for our other executive officers are listed below.

**John D. Collins** has served as our Chief Financial Officer (“CFO”) since February 2020 and our Chief Operating Officer (“COO”) since January 2024. He also served as our Interim Chief Executive Officer from August 2023 to January 2024. As CFO, Mr. Collins plays a critical role in driving LivePerson’s corporate strategy and business development efforts, including successfully executing M&A, divestiture, and capital markets transactions. Mr. Collins joined LivePerson in September 2019 to lead the development of automations and machine learning to support strategic decision making and predictive analytics as SVP of Quantitative Strategy. In 2013, Mr. Collins co-founded Thasos, a New York City-based predictive intelligence company powering large-scale equity trading platforms. Mr. Collins served in various capacities at Thasos, including, most recently, as an Advisory Board Member, as its Chief Product Officer (2016 - 2019) and as its Portfolio Manager (2013 - 2016). Prior to that, Mr. Collins held roles in the financial services industry, including regulating financial firms at the NYSE, and structuring transactions in leveraged finance at Credit Suisse. Mr. Collins received his J.D. from Chicago-Kent College of Law at Illinois Institute of Technology, his M.B.A. from the Massachusetts Institute of Technology, and his B.S. from the University of Central Florida.

**Monica L. Greenberg** has served as our Executive Vice President of Policy and General Counsel since April 2019, and since August 2023 has served as our acting Head of People. She also served as our Executive Vice President, Corporate Development, Strategic Alliances and General Counsel from December 2017 to April 2019, our Executive Vice President, Business Affairs and General Counsel from February 2014 to December 2017, and our Senior Vice President, Business Affairs and General Counsel from November 2006 to February 2014. From May 2004 until October 2006, Ms. Greenberg was an independent consultant. From April 2000 until April 2004, Ms. Greenberg served as Vice President, General Counsel and Senior Corporate Counsel of Nuance Communications, Inc. Previously, from January 1999 to March 2000, Ms. Greenberg was the principal of a small business. From July 1996 to December 1998, Ms. Greenberg was associated with the law firm of Wilson Sonsini Goodrich & Rosati in Palo Alto, California. From September 1994 to July 1996, Ms. Greenberg was associated with the law firm of Willkie Farr & Gallagher in New York, New York. Ms. Greenberg received her J.D. from Boston University School of Law, where she was a member of the *Boston University Law Review*, and a B.A. from the University of Pennsylvania.

**Jeffrey Ford** has served as our Chief Accounting Officer (“CAO”) since August 2023. Mr. Ford leads LivePerson’s finance and accounting functions, including procurement, treasury, payroll, equity administration, billing and collections, revenue, corporate controllership, M&A, tax, technical accounting and financial reporting, and business systems. Before joining LivePerson, Mr. Ford held senior finance and accounting roles at CrowdStrike Holdings, a cybersecurity technology company, during 2021, and Stripe, a financial services company, during 2022, where he drove innovation, optimized finance and accounting operations, and coached high-impact teams. Prior to that, Mr. Ford was at KPMG LLP for 20 years, most recently as a partner where he held various leadership roles and served in the Department of Professional Practice. Mr. Ford currently serves as a Board Member and Audit Committee Chair of Alternative Family Services. Mr. Ford is based in the San Francisco bay area and earned his B.S. in Accounting and B.A. in Business Administration and Economics from the University of Redlands. Mr. Ford is a certified public accountant.

**Alex Kroman** has served as our Chief Product & Technology Officer since March 2023. Mr. Kroman oversees LivePerson’s global technology organization. With a deep background in engineering and product, he is leading LivePerson’s transformation into a product-led company, solidifying its position as the leading provider of AI for better business outcomes, driving new product development, and optimizing and scaling the company’s AI platform. Prior to LivePerson, Mr. Kroman served for over a decade as General Manager and Senior Vice President of Product & Engineering at New Relic, a digital intelligence company, from May 2021 to September 2022, where he was the first engineering manager and led the company’s engineering organization and new product development during a period of hypergrowth from \$5 million to \$850 million in revenue. Before New Relic, Mr. Kroman held engineering leadership roles at OpenSourcery, Cargill, and Dark Horse Comics. Mr. Kroman is based in Portland, Oregon and earned his B.S. in Information Systems from Miami University.

## Audit Committee

The Audit Committee appoints our independent registered public accounting firm, reviews the plan for and the results of the independent audit, approves the fees of our independent registered public accounting firm, reviews with management and the independent registered public accounting firm our quarterly and annual financial statements and our internal accounting, financial and disclosure controls, reviews and approves transactions between LivePerson and its officers, directors and affiliates, oversees whistleblower procedures, and performs other duties and responsibilities as set forth in a charter approved by the Board. The charter of the Audit Committee is available at <https://ir.liveperson.com/corporate-governance/governance-overview>. Each member of the Audit Committee is independent, as "independence" is defined for purposes of Audit Committee membership by the listing standards of Nasdaq and the applicable rules and regulations of the SEC. The Audit Committee held four meetings during the fiscal year ended December 31, 2023 (the "2023 Fiscal Year").

The members of the Audit Committee of our Board during the 2023 Fiscal Year were Mr. Lavan (Chair), Mr. Hansen, Ms. Layfield, Mr. Wesemann and Ms. Zheng.

The Board has determined that each member of the Audit Committee is able to read and understand fundamental financial statements, including LivePerson's balance sheet, income statement and cash flow statement, as required by Nasdaq rules. In addition, the Board has determined that Mr. Lavan satisfies the Nasdaq rule requiring that at least one member of our Board's Audit Committee have past employment experience in finance or accounting, requisite professional certification in accounting or any other comparable experience or background which results in the member's financial sophistication, including being, or having been, a chief executive officer, chief financial officer or other senior officer with financial oversight responsibilities. The Board has also determined that Mr. Lavan is the Audit Committee's "audit committee financial expert" as defined by the SEC.

## Delinquent Section 16(a) Reports

The members of our Board, our executive officers and persons and entities who hold more than 10% of our outstanding common stock are subject to the reporting requirements of Section 16(a) of the Exchange Act, which requires each of them to file reports with respect to their ownership of our common stock and their transactions in such common stock. Based solely upon a review of the copies of Section 16(a) reports that LivePerson has received from such persons or entities, and the written representations received from the members of our Board and our executive officers that no other reports were required, for transactions in our common stock and their common stock holdings for the 2023 Fiscal Year, LivePerson believes that all reporting requirements under Section 16(a) for such fiscal year were met in a timely manner by its directors, executive officers and beneficial owners of more than 10% of its common stock, other than one late Form 3 and one late Form 4 with respect to eleven transactions, both filed by Vector Capital Management, L.P.

## Codes of Conduct and Corporate Governance Documents

The Company monitors developments in the area of corporate governance and routinely reviews its processes and procedures in light of such developments. Accordingly, the Company reviews federal laws affecting corporate governance as well as various rules promulgated by the SEC and Nasdaq. The Company believes that it has procedures and practices in place which are designed to enhance and protect the interests of its stockholders.

The Board has adopted a Code of Conduct that applies to all officers, directors and employees, and a Code of Ethics for the Chief Executive Officer and Senior Financial Officers that applies to the Company's Chief Executive Officer and executives who are deemed to be Senior Financial Officers of the Company.

Both codes of conduct can be accessed at <https://ir.liveperson.com/corporate-governance/governance-overview> and disclosures of any amendments to, or waivers under, the Code of Ethics for the Chief Executive Officer and Senior Financial Officers will be made on our website.

The charters of our Board's Audit Committee, Compensation Committee and Nominating and Corporate Governance Committee, and LivePerson's current Amended and Restated Certificate of Incorporation and Amended and Restated Bylaws, can be accessed at <https://ir.liveperson.com/corporate-governance/governance-overview>. Copies may also be obtained at no charge by writing to LivePerson, Inc., 530 7th Avenue, Floor M1, New York, New York 10018, Attention: Investor Relations.

# Item 11. Executive Compensation

## Compensation Discussion and Analysis

This Compensation Discussion and Analysis (“CD&A”) describes our executive compensation program for our NEOs for the 2023 Fiscal Year, listed below. The CD&A also describes the process followed by the Compensation Committee of the Board (referred to as the “Compensation Committee” or the “Committee” in this CD&A) for making pay decisions with respect to our NEOs, as well as its rationale for specific decisions related to the 2023 Fiscal Year NEO compensation matters. For the 2023 Fiscal Year, our NEOs included:

- John D. Collins, our COO and CFO, and former Interim CEO;
- Monica L. Greenberg, our Executive Vice President of Policy and General Counsel;
- Alex Kroman, our Chief Product & Technology Officer;
- Jeffrey Ford, our CAO; and
- Robert P. LoCascio, our former CEO.

Mr. Sabino, our CEO, joined the Company as of January 10, 2024. For additional detail regarding the changes to our management team, please refer to the section of this Amendment titled “*Management Changes*” below.

## Our Company

LivePerson, Inc. is the enterprise leader in digital customer conversation. Over the past decades, consumers have made digital conversations a primary way to communicate with others. Since 1998, we have enabled meaningful connections between consumers and our customers through our platform and currently power more than one billion connections and conversations each month. These digital and artificial intelligence (“AI”)-powered conversations decrease costs and increase revenue for our brands, resulting in more convenient, personalized and content-rich journeys across the entire consumer lifecycle, and across consumer channels. AI has accelerated our capability to leverage prior conversations and our customers’ existing investments in Generative AI and Large Language Models (“LLMs”) to enhance the consumer experience and to improve results for our customers by empowering them to leverage the latest developments in AI and LLMs, in a safe and secure environment.

The Conversational Cloud, the Company’s enterprise-class digital customer conversation platform, is trusted by the world’s top brands to accelerate their contact center transformation, orchestrate conversations across all channels, departments and systems, increase agent productivity, and deliver more personalized, AI-empowered customer experiences. The Conversational Cloud powers conversations across each of a brand’s primary digital channels, including mobile apps, mobile and desktop web browsers, short messaging service (“SMS”), social media and third-party consumer messaging platforms. Brands can also use the Conversational Cloud to message consumers when they dial a 1-800 number instead of forcing them to navigate interactive voice response systems and wait on hold. Most recently, the Conversational Cloud has been enhanced to provide a secure platform with appropriate guardrails to deploy Generative AI and LLMs in ways that help consumers and drive results for brands without sacrificing trust.

LivePerson’s digital customer conversation platform enables what the Company calls “the tango” of humans, LivePerson bots, third-party bots and LLMs, whereby humans act as bot managers, overseeing AI-powered conversations and seamlessly stepping into the flow when a personal touch is needed. Agents become highly efficient, leveraging the AI engine (including generative AI capabilities) to surface relevant content, define next-best actions and take over repetitive transactional work so that the agent can focus on relationship building. By seamlessly integrating messaging with the Company’s proprietary Conversational AI, as well as bots, the

Conversational Cloud offers brands a comprehensive approach to scaling automations across their millions of customer conversations.

## 2023 Executive Compensation Program Overview

**Management changes.** We experienced significant changes to our executive management team during the 2023 Fiscal Year. On July 10, 2023, the Company and Mr. LoCascio entered into a letter agreement, pursuant to which the Company delivered notice to Mr. LoCascio that the term of his employment agreement with the Company would not be renewed upon the conclusion of its current term on December 31, 2023. On August 8, 2023, the Company announced that it had entered into an additional letter agreement with Mr. LoCascio pursuant to which, effective August 7, 2023, Mr. LoCascio would no longer serve as CEO and would assume the role of Special Advisor to the Board through December 31, 2023. Our Board appointed John Collins, our CFO, to serve as our Interim CEO while the Board conducted a search for a new CEO. Mr. Collins served as Interim CEO through January 9, 2024, when Mr. Sabino, our new CEO commenced employment. At that time, Mr. Collins began serving as our COO and continues to serve as our CFO. In addition, in August 2023, we hired Jeffrey Ford to serve as our CAO, and our former CAO, Norman Osumi transitioned to serve in a strategic role within our finance department.

**Compensation program focused on balancing business needs.** In light of the CEO transition in 2023, attention was given to securing and recruiting key management talent through a focused but affordable retention program within available cash and equity compensation budgets and, in the case of newly hired executives, thoughtful inducement equity grants, as well as continuing variable incentive programs, for which the compensation amount increases based on company performance against operational and financial goals and stock price performance over the applicable vesting period.

**Annual incentives redesigned to reward achievement in core business.** Performance metrics for the annual incentive program were updated in 2023 to include B2B Core Recurring Monthly Revenue, B2B Core New Annual Recurring Revenue, and B2B Core Free Cash Flow, to focus on both core revenue and profitability. Annual performance bonuses for our NEOs were paid out at 57% of target amounts for the 2023 Fiscal Year.

**Continued operation of best governance practices.** Consistent with our commitment to best governance practices, we continue to focus on maintaining policies to mitigate risk in our executive compensation program, including maintenance of robust stock ownership guidelines for our executives that were first adopted in 2022, and updating our compensation recovery policy to comply with NASDAQ listing standard requirements.

## Stockholder Engagement and Say-on-Pay

We believe that regular, transparent communications with our stockholders are essential to our long-term success. We value the opinions of our stockholders, and we are committed to a meaningful stockholder engagement program to solicit feedback and encourage open, transparent and candid discussion about our strategic priorities, governance programs and sustainability priorities that are important to our stockholders.

Each year, we consider the results of our stockholder advisory say-on-pay vote from the preceding year. At our 2023 annual meeting of stockholders, 88% of the votes cast supported our executive compensation program. Our executive compensation program continues to evolve based on our business needs and to reflect market conditions, with the interests and perspectives of our stockholders in mind.

We engage with our stockholders in a variety of ways, including as follows:

- We regularly speak with stockholders, prospective stockholders and investment analysts.
- We participate in equity conferences and investor events across the United States and virtually; and

- We also directly engage with stockholders to solicit feedback on the following matters: executive compensation, environmental, social and governance strategies and practices and other topics of interest related to our business.

As part of our engagement efforts, we seek to provide our investors with insight into our business and practices, answers to their questions, and responses to the valuable insight and feedback they share. We also review and discuss stockholder feedback internally to help ensure we are proactively assessing and informing our policies, programs and areas of focus, as well as balancing the priorities of our stockholders. We intend to continue our efforts to engage with, and solicit feedback from, our stockholders and will, in turn, carefully consider, and may implement, revisions to our compensation programs as a result of that feedback.

## Compensation Governance

We believe the following practices and policies, embedded in our current NEO compensation plans and programs, promote sound compensation governance and are in the best interests of our stockholders and executives:

What We Do		What We Don't Do	
✓	Emphasize variable incentive pay	○	No excise tax gross-ups
✓	Maintain a clawback policy covering all incentive awards	○	No guaranteed bonuses or annual equity awards
✓	Maintain a fully independent Compensation Committee	○	No excessive perquisites or excessive cash severance
✓	Retain an independent compensation consultant	○	No option repricing or exchange without stockholder approval
✓	Benchmark executive pay annually against a set of reasonable peer companies to help inform decision making	○	No hedging
✓	Design compensation programs that would not encourage excessive risk taking	○	No dividends paid on unvested equity awards
✓	Cap bonus payouts		

# What Guides Our Program

## Compensation Philosophy, Strategy and Objectives

The philosophy underlying our executive compensation program is to employ and retain the best leaders in our industry to ensure we execute on our business goals, to reward both individual and company performance in order to promote continued growth and profitability, and to effectively create long-term stockholder value. Our executive compensation program strategy is, therefore, driven by the following objectives:

<b>Pay for Performance</b>	A significant portion of an executive's total compensation should be variable and at risk and aligned with our performance results.
<b>Stockholder Alignment</b>	Executives should be compensated through pay elements (cash and equity-based incentives) designed to align executive compensation with the creation of long-term value for our stockholders.
<b>Competitiveness</b>	Target compensation should be set at a level that is competitive with that being offered to individuals holding comparable positions at other companies with which we compete for business and leadership talent.
<b>Attraction and Retention</b>	The executive compensation program should enable the Company to attract and retain high-potential team players with exceptional leadership capabilities who want to build a long-term career with the Company.



## Elements of Compensation

In order to achieve our compensation objectives and to support our strategy and compensation philosophy, each as outlined above, our compensation program for the 2023 Fiscal Year has been designed to include the following principal pay elements:

Element	Form of Payment	Purpose
<b>Base Salary; Retention Award</b>	Cash (Fixed)	<ul style="list-style-type: none"><li>• Provides a competitive fixed rate of pay relative to similar positions in the market.</li><li>• Enables the Company to attract and retain critical executive talent.</li><li>• Based on job scope, level of responsibilities, individual performance, experience and market levels.</li><li>• Retention awards granted in 2023 ensure continued service of key executive talent to maintain stability of the management team through the Company's CEO transition.</li></ul>
<b>Annual Incentive</b>	Cash (Variable)	<ul style="list-style-type: none"><li>• Focuses executives on achieving important annual financial and strategic goals that drive stockholder value.</li><li>• Rewards attainment of annual business goals.</li><li>• Allows for assessment of individual performance and contribution.</li><li>• Potential payout capped at two times an NEO's target bonus opportunity.</li></ul>
<b>Equity-Based Incentives</b>	Equity (Variable)	<ul style="list-style-type: none"><li>• Provides incentives for executives to maintain focus on long-term stockholder value creation.</li><li>• Supports the Company's executive retention strategy.</li></ul>

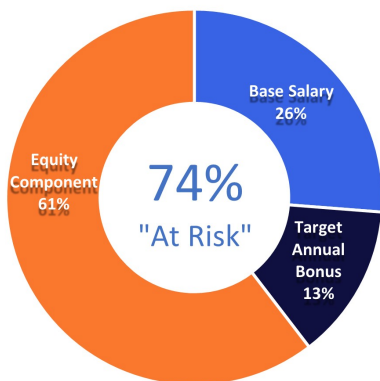
The Company also offers certain benefits, including medical, dental and life insurance benefits, and retirement savings that it considers to be consistent with industry practices and important for competitive recruitment and retention. The NEOs are eligible to participate in these programs on the same basis as our other employees. The Company does not offer special benefits such as supplemental executive retirement plans, perquisites, excise tax gross-ups or tax equalization.

## Pay Mix

In accordance with our executive compensation philosophy, a significant portion of our continuing NEOs' target pay is incentive-based, and therefore is considered "at risk." This incentive-based compensation includes a target annual bonus award opportunity, payout of which is determined based on the Company's success over certain financial-based metrics and paid in cash in the first quarter of Fiscal Year 2024, and equity-based incentive awards delivered in the form of RSU awards either as part of our annual equity grant program or as part of a new-hire award. The value of the equity compensation package for each NEO increases as the value of our shares increase, and the value of the compensation package decreases as our share value decreases. This approach directly aligns each NEO's interests with those of our stockholders in both times of share price growth and times of share price pressure. Certain NEOs also received cash retention awards that become payable in January 2024 and July 2024, subject to the executive's continued employment (described more fully in the section of this Amendment titled "*Compensation Decisions Related to the CEO Transition*" below).

The general pay mix for our NEOs is depicted in the graph below. The graph illustrates, as an average for all of our NEOs, other than Mr. LoCascio (given his departure from an executive role mid-year), the target annual total direct compensation (base salary, which includes benefits, but excludes the special retention grants awarded in 2023 subject to continued employment), target annual incentive opportunity, and the grant date fair value of equity-based incentives awarded in 2023. For this purpose, the annual bonus amount is measured at target and equity awards are measured at the time of grant.

NEO Average Pay Mix



## The Role of the Compensation Committee

The Compensation Committee, composed of independent, non-employee members of the Board, oversees the executive compensation program for our NEOs. The Compensation Committee works closely with an independent compensation consultant, Compensia, the terms of whose engagement are described in the section of this Amendment titled "*The Role of the Independent Compensation Consultant*" below. The Compensation Committee also seeks the input of management to examine the effectiveness of the Company's executive compensation program throughout the year. The Compensation Committee reviews executive compensation and market and peer compensation data annually, in conjunction with annual operational and financial planning for the current fiscal year and periodically as needed for specific executive compensation issues that may arise at

other times. The Compensation Committee generally makes determinations regarding compensation for our NEOs and, in its discretion, for our other executive officers. For our CEO, the Compensation Committee makes recommendations regarding compensation to the full Board for final approval. Details of the Compensation Committee's authority and responsibilities are specified in the Compensation Committee's charter, which may be accessed at our website, [www.liveperson.com](http://www.liveperson.com), by selecting "Investor Relations," and then "Governance," and then "Governance Overview."

## The Role of Management

Our CEO, and Interim CEO, with input from a committee of certain executives, assisted the Compensation Committee by presenting it with proposals and recommendations for NEO compensation levels (other than for himself), information on Company performance and the individual performance of each NEO, and management's perspective and recommendations on compensation design matters (except that the CEO and senior executives, to the extent present, recused themselves from that portion of the Compensation Committee meetings involving their own compensation).

## The Role of the Independent Compensation Consultant

Under its charter, the Compensation Committee has the authority to retain an independent compensation consultant to provide expertise on competitive pay practices, program design, and an objective assessment of the inherent risks of any compensation programs. Since August 2021, the Compensation Committee has engaged Compensia as its independent compensation consultant. Compensia regularly refreshes the Company's market benchmarking analysis utilizing an appropriate peer group and broader compensation-related trends and regulatory developments, and works with the Company to review bonus awards under its short-term incentive bonus program and executive severance and change in control arrangements. Additionally, in the 2023 Fiscal Year, Compensia assisted with the Company's CEO transition, including the new-hire compensation arrangements for the CEO and the retention program, as described in the section of this Amendment titled "*Compensation Decisions Related to CEO Transition*" below. Compensia also advised on the Company's broader equity strategy, including assessment of our total budget relative to our peers and underlying parameters, and provides periodic market benchmarking analysis for director compensation.

The Compensation Committee conducted an independence assessment of Compensia in accordance with SEC and Nasdaq rules. Based on this review, the Compensation Committee is not aware of any conflicts of interest raised by the work performed by Compensia that would prevent Compensia from serving as an independent consultant to the Compensation Committee. The Compensation Committee's compensation consultant reports directly to the Compensation Committee, and Compensia has not provided any additional services to the Company or management in the 2023 Fiscal Year.

## The Role of Competitive Pay Positioning/2023 Benchmarking

As part of the compensation-setting process for the 2023 Fiscal Year, the Compensation Committee reviewed market data developed by Compensia covering peer and broader tech company practices sourced from SEC filings and broader market surveys to evaluate compensation levels and practices for the NEOs. After consideration of the data collected on external competitive levels of compensation and internal relationships within the executive group, the Compensation Committee reviewed and approved the 2023 Fiscal Year target total compensation opportunities for executives based on the need to attract, motivate and retain an experienced and effective management team.

Pay levels for each of our NEOs are determined based on a number of factors, including the individual's roles and responsibilities within the Company, the individual's experience and expertise, the pay levels for peers within the Company, pay levels in the broader technology company marketplace for similar positions, performance of the individual and the Company as a whole, and the Company's overall compensation budget. The Compensation

Committee is responsible for approving pay levels for our NEOs. In determining the pay levels, the Compensation Committee considers all forms of compensation and benefits.

Relative to the general competitive industry market data, the Compensation Committee generally intends that total target compensation (salary, annual incentive and equity-based incentive opportunity) is calibrated to be within a reasonable range of the median of the competitive market. As noted above, notwithstanding the Company's overall pay positioning objectives, pay opportunities for specific individuals vary based on several factors such as scope of duties, tenure, institutional knowledge and/or difficulty in recruiting a new executive. Given that a significant portion of our compensation consists of variable, at-risk elements, actual total compensation in a given year will vary above or below the target compensation levels based primarily on the attainment of operational and financial goals and the creation of stockholder value.

For purposes of setting compensation for the 2023 Fiscal Year, the Compensation Committee utilized a compensation peer group of 25 companies. The 2023 Fiscal Year peer group was updated from the peer group utilized for compensation determinations in the prior year, and includes the companies listed in the table below. In developing an appropriate comparator group, the following criteria served as key drivers: industry (inclusive of business scope and business mix), size (market capitalization and revenue), revenue growth rate, number of employees and location. In addition, the Compensation Committee considered whether potential peer group members were identified labor market competitors of ours as well as the peer group identified by Institutional Shareholder Services. The Compensation Committee works with Compensia to determine if any adjustments to the peer group are appropriate annually.

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Alteryx, Inc.	EngageSmart, Inc.	Sprinklr, Inc.
Asana, Inc.	Everbridge, Inc.	Sprout Social, Inc.
BlackLine, Inc.	Fastly, Inc.	Sumo Logic, Inc.
Box, Inc.	Five9, Inc.	Varonis Systems, Inc.
Braze, Inc.	Momentive Global, Inc.	Yext, Inc.
C3.ai, Inc.	New Relic, Inc.	Zendesk, Inc.*
Cerence Inc.	PROS Holdings, Inc.	Zeta Global Holdings Corp.
Domo, Inc.	Smartsheet Inc.	Zuora, Inc.
8x8, Inc.		

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\* We removed Nuance and Slack due to acquisitions and Datadog, MongoDB, Hubspot and Twilio due to size and value disparity. Companies added in the list above include Alteryx, Asana, Braze, c3.ai, Cerence, Domo, EngageSmart, Everbridge, Fastly, Smartsheet, Sprout Social, Sprinklr, Sumo Logic, and Zeta Global Holdings.

## 2023 Compensation Program in Detail

### Base Salary

The Compensation Committee believes that our executive base salaries should reflect competitive levels of pay and factors unique to each executive such as experience and breadth of responsibilities, performance, individual skill set, time in the role and internal pay parity. Salary adjustments are generally approved during the first quarter of the calendar year and implemented during the second quarter.

As reflected in the table below, the Compensation Committee did not make any adjustments to NEO base salaries in 2023.

NEO	Base salary as of December 31, 2022 (\$)	Base salary as of December 31, 2023 (\$)	% Adjustment
John D. Collins	525,000	525,000	—
Monica L. Greenberg	450,000	450,000	—
Alex Kroman <sup>(1)</sup>	—	375,000	—
Jeffrey Ford <sup>(2)</sup>	—	375,000	—
Robert P. LoCascio	611,820	611,820	—

(1) Mr. Kroman's first date of employment with the Company was March 1, 2023. The amount shown above represents his annual base salary.

(2) Mr. Ford's first date of employment with the Company was August 14, 2023. The amount shown above represents his annual base salary.

## Annual Incentive Compensation

Our NEOs are provided the opportunity to earn a performance-based annual bonus. The annual bonus plan is designed to provide awards to such individuals as an incentive to contribute to and reward achievement against specific financial-based metrics, chosen annually to motivate performance that enhances and supports our strategic corporate objectives.

Target annual bonus opportunities are expressed as a percentage of base salary and were established by the Compensation Committee in consideration of the NEO's level of responsibility and his or her ability to impact overall results. The Compensation Committee also considers market data in setting target award amounts. For the 2023 Fiscal Year, target award opportunities were as follows:

NEO	Target Bonus as a % of Salary	Target Bonus (\$)
John D. Collins	55%	288,750
Monica L. Greenberg	50%	225,000
Alex Kroman <sup>(1)</sup>	60%	187,500
Jeffrey Ford <sup>(1)</sup>	45%	70,313
Robert P. LoCascio	100%	611,820

(1) The percentages listed as the "Target Bonus as a % of Salary" above for Mr. Kroman and Mr. Ford represent each executive's full annual target bonus percentage for 2023. The amounts included as the "Target Bonus" amount above for Mr. Kroman and Mr. Ford have each been prorated to reflect his dates of hire.

Annual bonus payouts were based on achievement of performance goals established by the Compensation Committee in consultation with the CEO and CFO. The Company believes it is important to focus on both core revenue, as well as profitability. The Compensation Committee, therefore, chose B2B Core Recurring Monthly Revenue, B2B Core New Annual Recurring Revenue and B2B Core Free Cash Flow as the relevant operational and financial performance metrics for 2023 annual bonuses and assigned each of these metrics a weighting. For 2023, the Compensation Committee set the weightings as follows: 25% for the B2B Core Recurring Monthly Revenue metric; 25% for the B2B Core New Annual Recurring Revenue metric; and 50% for the B2B Core Free Cash Flow metric. The Compensation Committee also set threshold, target and maximum goals for each of these metrics. Executives are eligible for payments for achievement between the threshold, target and maximum achievement goals based on a pre-determined scale set by the Compensation Committee (with 100% payout being earned for achievement of the metric's target level). The Compensation Committee also has the ability to adjust payment amounts in light of individual performance. In the case of substantial outperformance of the Company's goals, bonuses for the NEOs may be awarded up to a maximum of 200% of target.

The table below summarizes the performance metrics, goals and outcomes with respect to the 2023 annual bonus program:

Performance Metric	Weighting	Goals Threshold/ Target/ Maximum (\$ in thousands)	Achievement Level (\$ in thousands)	Payout % Achievement	Weighted Average Achievement
2023 B2B Core Recurring Monthly Revenue <sup>(1)</sup>	25%	328,522 / 340,500 / 362,633	337,382	72%	18%
2023 B2B Core New Annual Recurring Revenue <sup>(2)</sup>	25%	(5,182) / 6,796 / 28,929	(13,187)	0%	0%
2023 B2B Core Free Cash Flow <sup>(3)</sup>	50%	(13,524) / 4,212 / 25,081	333	78%	39%
<b>Total</b>	<b>100%</b>				<b>57%</b>

(1) "2023 B2B Core Recurring Monthly Revenue" means monthly recurring software revenue and monthly recurring professional services revenue in the 2023 Fiscal Year.

(2) "2023 B2B Core Recurring New Annual Recurring Revenue" means annual new recurring software revenue and annual new recurring professional services revenue in the 2023 Fiscal Year.

(3) "2023 B2B Core Free Cash Flow" means Adjusted EBITDA plus capitalized software and other capital purchases in the 2023 Fiscal Year. "Adjusted EBITDA" means net (loss) income, before provision for (benefit from) income taxes, interest income (expense), net, other income (expense), net, depreciation and amortization, stock-based compensation, restructuring costs, transaction-based acquisition costs, contingent earn-out adjustments and other non-cash charges.

The Compensation Committee did not revise any NEO bonus amounts based on individual performance or performance measured against any strategic objectives, and, therefore, the annual bonus amounts for those bonus-eligible NEOs, reflect the Company's performance against the metrics described above. The table below sets forth the target bonus and earned bonus for each NEO for 2023, which were paid in cash:

NEO	Target Bonus (\$)	Earned Bonus (\$)	Earned Bonus (as a % of Target)
<b>John D. Collins</b>	288,750	164,299	57%
<b>Monica L. Greenberg</b>	225,000	128,025	57%
<b>Alex Kroman</b>	187,500	106,688	57%
<b>Jeffrey Ford</b>	70,313	40,008	57%
<b>Robert P. LoCascio <sup>(1)</sup></b>	611,820	—	— %

(1) In light of his separation of employment effective as of December 31, 2023, Mr. LoCascio was not entitled to an annual bonus payout for 2023, other than as part of his severance payments, as described more fully under the section of this Amendment titled "Potential Payments Upon Termination or Change in Control" below.

## Equity-Based Awards

Equity-based awards are an important factor in aligning the long-term financial interests of our NEOs and our stockholders. The Compensation Committee continually evaluates the use of equity-based awards and intends to continue to use such awards in the future as part of designing and administering the Company's compensation program. The Compensation Committee may grant equity-based awards under the Company's 2019 Stock Incentive Plan (or the Company's 2018 Inducement Plan, in the case of new-hire awards) in the form of stock options, stock appreciation rights, restricted stock, restricted stock units, performance shares and other equity-based awards. The Compensation Committee approves equity grants at one of its regularly scheduled meetings, or at such other times as appropriate or necessary, and generally, for annual equity awards, after the Compensation Committee has its annual compensation review process for the CEO and other NEOs.

For equity awards granted in the 2023 Fiscal Year, the Compensation Committee considered multiple factors, including share pool constraints in the 2019 Stock Incentive Plan, the potential dilutive effects of equity grants upon vesting, the desire to provide meaningful equity grants to employees, and the performance of the Company's stock price. As a result, the Compensation Committee determined that annual equity grants awarded in August 2023 to Mr. Collins and Ms. Greenberg would be structured as time-based RSUs that vest on the first anniversary of the date of grant. In September 2023, Mr. Collins also received a grant of time-based RSUs, vesting on the first anniversary of the date of grant, in recognition of his service in the role of our Interim CEO as well as his continued duties as our CFO (as described more fully in the section of this Amendment titled "Compensation Decisions Related to CEO Transition" below).

Our new-hire NEOs, Mr. Kroman and Mr. Ford, were also granted equity-based awards in the 2023 Fiscal Year under the Company's 2018 Inducement Plan, and each award was negotiated in connection with the NEO's commencement of employment with us. Mr. Kroman received time-based RSUs that vest on the first anniversary of the grant date as well as performance-based RSU ("PRSUs") that vest on the first anniversary of the grant date, subject to achievement of strategic and operational goals. Mr. Ford received time-based RSUs that vest in four equal annual installments, beginning on the first anniversary of the grant date.

The following table describes the equity awards made to the NEOs in the 2023 Fiscal Year as described above:

NEO <sup>(1)</sup>	Value of RSUs at Grant (\$) <sup>(2)</sup>	RSUs (# of units)	Value of PRSUs at Grant	PRSUs (# of units at target)	Total Value of Equity Awards at Grant (\$)
<b>John D. Collins</b> <sup>(3)</sup>	1,450,059	313,026	—	—	1,450,059
<b>Monica L. Greenberg</b>	394,411	77,640	—	—	394,411
<b>Alex Kroman</b> <sup>(4)</sup>	750,004	139,406	250,003	46,469	1,000,008
<b>Jeffrey Ford</b>	644,921	240,642	—	—	644,921

(1) Mr. LoCascio did not receive an annual equity grant in light of the transition of his role, effective in August 2023.

(2) The total value of each NEO grant was approved by the Compensation Committee. In connection with each grant, as described above, the number of shares subject to each award was calculated in accordance with the Company's policy for such value to share conversions in effect at the time of grant.

(3) The value and number of RSUs for Mr. Collins reflects information related to both his annual equity grant and Interim CEO service grant.

(4) For Mr. Kroman's PRSUs, the number and value granted represents the relevant information at "target", and based on the closing price on the date of grant of \$5.38.

### Compensation Decisions Related to CEO Transition

On July 24, 2023, in connection with Mr. LoCascio's transition from the position of CEO, the Compensation Committee approved a retention program for members of the Company's leadership team and other key employees, including certain executive officers (the "Retention Program"), in the interest of supporting continuity as part of a smooth and orderly transition. Pursuant to the Retention Program, executive officers Mr. Collins, Ms. Greenberg and Mr. Kroman are entitled to receive cash retention bonuses up to an amount equal to their annual base salary (\$525,000, \$450,000, and \$375,000 respectively), conditioned on their continued employment on the relevant payment dates (the "Retention Bonuses"). The Retention Bonuses are payable in two equal installments, the first of which was paid on January 12, 2024, and the second of which will be paid on July 12, 2024. If any of Mr. Collins, Ms. Greenberg or Mr. Kroman is terminated without Cause or if any of them resign for Good Reason (as defined in their individual letter agreements) prior to July 12, 2024, any remaining unpaid portion of their Retention Bonus will be accelerated and paid at the time of termination.

In addition, pursuant to the Retention Program, if any of Mr. Collins, Ms. Greenberg or Mr. Kroman is terminated without Cause or resigns for Good Reason prior to July 12, 2024, notwithstanding anything to the contrary set forth in their applicable award agreements or employment agreements, (i) Mr. Collins and Ms. Greenberg will receive the severance benefits they are entitled to under their employment agreements on a termination without

cause, and Mr. Kroman will receive six months of severance benefits, and (ii) any stock options or time-vesting restricted stock units held by the executive on the date of termination that would have vested in the 12-month period following termination had the executive remained employed will immediately vest on the date of termination.

On September 13, 2023, in recognition of Mr. Collins' service in the dual role of Interim CEO and CFO, the Compensation Committee approved a discretionary cash bonus of \$300,000 and a supplemental equity grant of RSUs with a target grant date value of \$725,000. The cash bonus vests in five equal monthly installments, and the RSU grant will vest in full on the first anniversary of the date of grant, subject to the terms and conditions of the Company's 2019 Stock Incentive Plan, its customary RSU award agreement, as well as Mr. Collins' employment letter agreement and retention agreement. Payment of the discretionary cash bonus and vesting of the RSU grant will accelerate in the event of a termination of Mr. Collins' employment by the Company without cause occurring before the applicable payment and vesting dates.

As mentioned above, John Sabino became our CEO on January 10, 2024. Prior to the commencement of his employment, we entered into an employment agreement with Mr. Sabino setting forth the terms and conditions of his service as our next CEO. Mr. Sabino's employment agreement provides that he will receive an annual base salary of \$550,000, and he will be eligible to receive an annual bonus, with a target bonus opportunity of 100% of his base salary. In connection with his commencement of employment, Mr. Sabino received inducement awards, including: (i) two RSU awards, one with a target grant date value of \$1,200,000 that will vest in two equal installments on the first two anniversaries of the date of grant, and the second with a target grant date value of \$4,000,000 that will vest as to 25% of the number of RSUs on the first anniversary of the date of grant and then in 12 substantially equal quarterly installments, and (ii) a stock option (the "Sign-on Option") to acquire 1,000,000 shares of the Company's common stock that will vest upon satisfaction of certain performance-based and time-based vesting conditions. The Sign-on Option's performance-based vesting conditions provide that 50% of the Sign-on Option will be eligible to vest if, within the first three years following the date of grant, the average closing share price of the Company's common stock reaches \$8.00 on a rolling 30-day trading basis, and the remaining 50% of the Sign-on Option will be eligible to vest if, within the first four years following the date of grant, the average closing share price of the Company's common stock reaches \$13.00 on a rolling 30-day trading basis. In addition, to the extent that the performance-based vesting conditions are met, 50% of the Sign-on Option will vest and become exercisable on the second anniversary of the date of grant, and the remaining portion of the Sign-on Option will vest and become exercisable in 24 substantially equal monthly installments following the second anniversary of the date of grant.

## Other Compensation Practices, Policies and Guidelines

### Stock Ownership

We strongly encourage our executives and non-employee directors to hold an equity interest in our Company, and adopted formal executive stock ownership guidelines in April of 2022. Under the policy, each of our executive officers and non-employee directors is required to build and maintain their share ownership to the levels listed below within a period of five years from the adoption of the policy, or the start of their service with the Company, if later:

- CEO: 5x current base salary.
- Other NEOs (including Interim CEO): 2x current base salary.
- Non-employee directors: 5x annual cash retainer.

Shares owned outright (including shares from vested RSUs and PRSUs) count toward the ownership goals, while shares associated with unvested RSUs, PRSUs and unexercised stock options do not count toward compliance with the policy. Compliance with the policy will be measured prior to the first required measurement date in 2027.



We believe that the stock ownership policy will contribute to the retention of shares from vested RSUs and PRSUs by our executive officers and non-employee directors. In the event that the ownership goals are not achieved within the applicable five-year compliance period, the executive officer would be required to hold all net shares issued upon exercise of stock options or settlement of RSUs and PRSUs (in each case, after payment of any applicable withholding tax obligations) until the guidelines are met.

## Compensation Recovery Policy

In November 2023, the Board approved an amended and restated omnibus clawback policy (the "2023 Clawback Policy"), effective as of October 2, 2023, which revised the prior clawback policy in order to comply with the finalized and effective SEC and Nasdaq rules. Pursuant to the 2023 Clawback Policy, in the event of an "accounting restatement" (as defined in the 2023 Clawback Policy), our "covered executives" (as defined in the 2023 Clawback Policy), including our NEOs, must reimburse us for any "erroneously awarded compensation" (as defined in the 2023 Clawback Policy). Erroneously awarded compensation includes the amount of incentive compensation received by a covered executive during the three fiscal years preceding the required accounting restatement based on our achievement of "financial reporting measures" (as defined in the 2023 Clawback Policy) in excess of the amount that the covered executive would have received based on the restated financial reporting measures. The Compensation Committee has the authority to interpret and make all determinations under the 2023 Clawback Policy.

## Other Benefits

We do not offer special perquisites to our NEOs. The Company's executive compensation program includes standard benefits that are also offered to all employees. These benefits include participation in the Company's 401(k) plan, including Company matching contributions, and Company-paid medical benefits and life insurance coverage. The Company annually reviews these benefits and makes adjustments as warranted based on competitive practices, the Company's performance and the individual's responsibilities and performance. The Company's 401(k) plan is a safe harbor plan and, in accordance with IRS rules, the Company matches 100% of the first 3% of eligible compensation and 50% of the next 2% of eligible compensation, subject to IRS limitations.

## Deferred Compensation Plan

In 2015, the Compensation Committee adopted the Deferred Compensation Plan. Certain key employees of the Company, including our NEOs and members of our Board, are eligible to participate in the Deferred Compensation Plan and generally may elect to defer the receipt of a portion of their base salary, bonus and/or directors' fees Distribution may occur upon the following events, depending upon the participant's deferral election: a specified time, a separation from service, death, disability, change in control or financial hardship that arises in connection with an unforeseeable emergency. To date, none of our current NEOs have elected to make any deferrals under the Deferred Compensation Plan. The Company may make discretionary or matching contributions to the Deferred Compensation Plan, which may or may not be subject to vesting, but has not done so to date.

## Post-Termination Compensation and Benefits

Certain employment agreements with our executives provide for severance payments and benefits upon an involuntary termination of employment, or resignation for good reason. In addition, certain executives are entitled to vesting acceleration in the event they are involuntarily terminated or resign for good reason, including in connection with a change in control. Additional details regarding the employment agreements with our NEOs, including a description of the severance payments and benefits payable to our executives as well as estimates of amounts payable upon termination of employment, are disclosed in the sections of this Amendment titled

*“Employment Agreements for our Named Executive Officers” and “Potential Payments Upon Termination or Change-in-Control” below.*

## Prohibition Against Hedging and Certain Equity Transactions

Our Insider Trading Policy prohibits those officers subject to Section 16 reporting from engaging in hedging or derivative transactions, such as “cashless” collars, forward contracts, equity swaps or other similar or related transactions. In addition, all executive officers and employees of the Company and all the members of our Board are prohibited from engaging in “short” sales or other transactions involving LivePerson stock which could reasonably cause our officers to have interests adverse to our stockholders. “Short” sales, which are sales of shares of common stock by a person that does not own the shares at the time of the sale, evidence an expectation that the value of the shares will decline. We prohibit our executive officers from entering into “short” sales because such transactions signal to the market that the executive officer has no confidence in us or our short-term prospects and may reduce the officer’s incentive to improve our performance. In addition, Section 16(c) of the Exchange Act expressly prohibits executive officers and directors from engaging in short sales. Our executive officers are also prohibited from trading in LivePerson-based put and call option contracts, transacting in straddles and similar transactions without Board approval. These transactions would allow someone to continue to own the covered securities, but without the full risks and rewards of ownership. If an executive officer were to enter into such a transaction, the executive officer would no longer have the same objectives as our other stockholders. Under the Insider Trading Policy, officers, employees and all of the members of our Board are also prohibited from margining or pledging their common stock to secure a loan, or from purchasing Company stock “on margin” (that is, borrow funds to purchase stock, including in connection with exercising any Company stock options), other than for any approved pledges in existence at the time of the policy’s update.

## Tax and Accounting Considerations

In determining executive compensation, the Compensation Committee considers, among other factors, the possible tax consequences to the Company and to its executives. The Compensation Committee also considers the accounting consequences to the Company of different compensation decisions and the impact of certain arrangements on stockholder dilution. However, to maintain maximum flexibility in designing compensation programs, the Compensation Committee will not limit compensation to those levels or types of compensation that are intended to be deductible. However, neither of these factors by themselves will compel a particular compensation decision.

## Compensation Committee Report

The Compensation Committee has reviewed and discussed the Compensation Discussion and Analysis with management and based on the review and discussions, the Compensation Committee recommended to our Board that the Compensation Discussion and Analysis be included herein.

*Submitted by the Compensation Committee of the Company’s Board:*

Jill Layfield (Chair)  
Kevin C. Lavan  
Vanessa Pegueros  
William G. Wesemann  
Yael Zheng

The Compensation Committee Report above does not constitute "soliciting material" and will not be deemed "filed" or incorporated by reference into any of our future filings under the Securities Act or the Exchange Act that might incorporate our SEC filings by reference, in whole or in part, notwithstanding anything to the contrary set forth in those filings.

## Summary Compensation Table

The following table sets forth the compensation earned for all services rendered to the Company in all capacities in each of the last three fiscal years, by our NEOs. Following the table is a discussion of material factors related to the information disclosed in the table.

Name and Principal Position <sup>(1)</sup>	Year	Salary (\$)	Bonus (\$) <sup>(2)</sup>	Stock Awards (\$) <sup>(3)</sup>	Option Awards (\$)	Non-Equity Incentive Plan Compensation (\$) <sup>(4)</sup>	All Other Compensation (\$)	Total (\$)
<b>John C. Collins</b> Interim Chief Executive Officer and Chief Financial Officer	2023	525,000	300,000	1,450,059	—	164,299	39,961 <sup>(5)</sup>	2,479,319
	2022	506,250	—	3,745,412	—	118,336	38,988	4,408,986
	2021	450,000	—	703,664	701,800	212,625	39,179	2,107,268
<b>Monica L. Greenberg</b> Executive Vice President, Policy and General Counsel	2023	450,000	—	394,411	—	128,025	21,250 <sup>(5)</sup>	993,686
	2022	437,500	—	1,685,442	—	92,969	19,935	2,235,846
	2021	400,000	—	553,618	551,760	180,000	19,682	1,705,060
<b>Alex Kroman</b> Chief Product and Technology Officer	2023	312,500	—	1,000,008	—	106,688	21,293 <sup>(5)</sup>	1,440,489
<b>Jeffrey Ford</b> Chief Accounting Officer	2023	143,510	—	644,921	—	40,008	1,823 <sup>(5)</sup>	830,261
	2023	611,820	—	—	—	—	28,953 <sup>(5)</sup>	640,773
<b>Robert P. LoCascio</b> Former Chief Executive Officer	2022	611,820	—	2,055,481	—	260,024	27,930	2,955,255
	2021	611,820	—	2,002,338	2,001,340	550,638	28,943	5,195,079

(1) Mr. LoCascio served as CEO until August 7, 2023, and Mr. Collins was appointed Interim CEO effective as of August 7, 2023. Please refer to the sections of this Amendment titled "Management Changes" and "Compensation Decisions Related to CEO Transition" above for additional details on this transition. For a summary of Mr. LoCascio's severance entitlements payable beginning in 2024, please refer to the section of this Amendment titled "Potential Payments Upon Termination or Change in Control" below.

(2) Represents discretionary cash bonus paid to Mr. Collins in recognition of his service in the dual role of Interim CEO and CFO.

(3) The amounts included in the "Stock Awards" column represent the grant date fair value of RSU and PRSU awards granted in 2023 computed in accordance with Financial Accounting Standards Board's Accounting Standards Codification Topic 718, or ASC Topic 718, and in accordance with SEC rules. Details and assumptions used in calculating the grant date fair value of the RSU and PRSU awards may be found in Note 13 of the Company's consolidated financial statements contained in our Annual Report on Form 10-K for the 2023 Fiscal Year, as filed with the SEC. The amounts included in this column reflect the Company's accounting expense and do not correspond to the actual value that will be realized by the NEOs, and there is no assurance that these grant date fair values will ever be realized by the NEOs. Pursuant to SEC rules, the amounts shown exclude the impact of estimated forfeitures related to service-based vesting conditions. The grant date value of the PRSU award included in this column for Mr. Kroman is based on achievement of target performance goals.

(4) Represents the performance-based, annual incentive bonuses, as described in the section of this Amendment titled "Annual Incentive Compensation" above.

(5) Amounts include: (i) \$720, \$720, \$648, \$450, and \$180 for Mr. LoCascio, Mr. Collins, Ms. Greenberg, Mr. Kroman and Mr. Ford, respectively, for premiums for term life insurance, (ii) \$7,205 for Mr. LoCascio, \$13,200 for Mr. Collins, \$13,200 for Ms. Greenberg \$9,297 for Mr. Kroman and \$1,250 for Mr. Ford, for matching contributions to our 401(k) plan, and (iii) \$21,028, \$26,040, \$7,402, \$11,546, and \$393 for Mr. LoCascio, Mr. Collins, Ms. Greenberg, Mr. Kroman and Mr. Ford, respectively, for health, dental, vision and disability insurance.

## Employment Agreements for our Named Executive Officers

**John D. Collins**, our COO and CFO, and former Interim CEO, is party to an employment agreement with us, dated as of August 9, 2022, which covers the terms and conditions of Mr. Collins' employment including his eligibility to participate in the Company's annual bonus plan as it exists from time to time under terms comparable to other employees of similar role and responsibility, and standard Company employee benefits, including vacation, in accordance with the terms of those programs in effect from time to time. Mr. Collins' employment agreement provides for certain payments upon termination. Please refer to the section of this Amendment titled "*Potential Payments Upon Termination or Change in Control*" below for a description of those termination payments.

**Monica L. Greenberg**, our Executive Vice President, Policy and General Counsel, is party to an employment agreement with us, dated as of October 25, 2006, which covers the terms and conditions of Ms. Greenberg's employment including her eligibility to participate in the Company's annual bonus plan as it exists from time to time under terms comparable to other employees of similar role and responsibility, and standard Company employee benefits, including vacation, in accordance with the terms of those programs in effect from time to time. Ms. Greenberg's employment agreement provides for certain payments upon termination. Please refer to the section of this Amendment titled "*Potential Payments Upon Termination or Change in Control*" below for a description of those termination payments.

**Alex Kroman**, our Chief Product & Technology Officer, is party to an employment agreement with us, dated as of February 1, 2023, which covers the terms and conditions of Mr. Kroman's employment including his eligibility to participate in the Company's annual bonus plan as it exists from time to time under terms comparable to other employees of similar role and responsibility, and standard Company employee benefits, including vacation, in accordance with the terms of those programs in effect from time to time. Mr. Kroman's employment agreement provides for certain payments upon termination. Please refer to the section of this Amendment titled "*Potential Payments Upon Termination or Change in Control*" below for a description of those termination payments.

**Jeffrey Ford**, our CAO, is party to an employment agreement with us, dated as of July 31, 2023, which covers the terms and conditions of Mr. Ford's employment including his eligibility to participate in the Company's annual bonus plan as it exists from time to time under terms comparable to other employees of similar role and responsibility, and standard Company employee benefits, including vacation, in accordance with the terms of those programs in effect from time to time. Mr. Ford's employment agreement provides for certain payments upon termination. Please refer to the section of this Amendment titled "*Potential Payments Upon Termination or Change in Control*" below for a description of those termination payments.

**Robert P. LoCascio**, our former President and CEO was party to an employment agreement with us, dated as of December 27, 2017 (the "LoCascio Employment Agreement"). The Company determined in 2023 not to renew Mr. LoCascio's employment agreement at the end of its current term of December 31, 2023. The LoCascio Employment Agreement covered the terms and conditions of Mr. LoCascio's employment including his eligibility to participate in standard Company employee benefits, including vacation, in accordance with the terms of those programs in effect from time to time. Mr. LoCascio's employment agreement provides for certain payments upon termination, including due to non-renewal of his employment agreement. Please refer to the section of this Amendment titled "*Potential Payments Upon Termination or Change in Control*" below, for a description of Mr. LoCascio's payments Mr. LoCascio will receive as a result of the Company's nonrenewal of his employment agreement.

## Grants of Plan-Based Awards in 2023 Fiscal Year

The following table sets forth information concerning awards under our equity and non-equity incentive plans granted to each of the NEOs in 2023.

Name	Grant Date	Estimated Future Payouts Under Non-Equity Incentive Plan Awards (1)			Estimated Future Payouts Under Equity Incentive Plan Awards (2)			All Other Stock Awards: Number of Shares of Stock or Units (3) (#)	Grant Date Fair Value of Stock Awards (\$)
		Threshold (\$)	Target (\$)	Maximum (\$)	Threshold (#)	Target (#)	Maximum (#)		
John D. Collins		144,375	288,750	577,500					
	8/11/2023							150,104	762,528
	9/13/2023							162,922	687,531
Monica L. Greenberg		112,500	225,000	450,000					
	8/11/2023							77,640	394,411
Alex Kroman		93,750	187,500	375,000					
	4/18/2023					46,469			250,003
	4/18/2023							139,406	750,004
Jeffrey Ford		35,156	70,313	140,625					
	10/18/2023							240,642	644,921
Robert P. LoCascio		305,910	611,820	1,223,640					

(1) Amounts shown represent the threshold, target and maximum awards that could have been earned by the NEOs under the Company's annual bonus plan. Awards are based on Company performance, as measured by B2B Core Recurring Monthly Revenue, B2B Core New Annual Recurring Revenue and B2B Core Free Cash Flow. Additional information about these bonus opportunities appears in the section of this Amendment titled "Annual Incentive Compensation" above.

(2) Represents PRSUs granted to Mr. Kroman under the 2018 Inducement Plan which vest based on the achievement of certain company performance goals over a one-year performance period, as further described in the section of this Amendment titled "Equity-Based Awards" above. The "Target" column reflects the number of PRSUs that could have been earned if all performance goals for the performance period are achieved at target levels (100%), and the "Maximum" column reflects the maximum number of PRSUs that could have been earned if the highest level of performance were achieved for the performance period (200%). Achievement of performance goals over the performance period was determined in the first quarter of 2024 to be achieved at 100%.

(3) Represents RSUs granted under the 2019 Stock Incentive Plan to Mr. Collins and Ms. Greenberg and the 2018 Inducement Plan to Mr. Kroman and Mr. Ford, as further described in the section of this Amendment entitled "Equity-Based Awards" above.

## Outstanding Equity Awards at End of 2023 Fiscal Year

The following table sets forth information concerning outstanding equity awards held by each of the NEOs as of the end of the 2023 Fiscal Year.

	Option Awards					Stock Awards				
	Grant Date	Number of Securities Underlying Unexercised Options Exercisable (#)(1)	Number of Securities Underlying Unexercised Options Unexercisable (#) (1)	Option Exercise Price (\$)	Option Expiration Date	Number of Shares or Units of Stock That Have Not Vested (#)(2)	Market Value of Shares or Units of Stock That Have Not Vested (\$)(3)	Equity Incentive Plan Awards: Number of Unearned Shares, Units or other rights that have not vested (#)(4)	Equity incentive plan awards: market or payout value of unearned shares, units or other rights that have not yet vested \$(5)	
<b>John D. Collins</b>	10/29/2019	27,818	—	40.61	10/29/2029	—	—	—	—	
	5/15/2020	24,751	12,375	27.39	5/15/2030	—	—	—	—	
	5/7/2021	14,500	14,500	51.74	5/7/2031	—	—	—	—	
	5/15/2020	—	—	—	—	5,500	20,845	—	—	
	5/7/2021	—	—	—	—	6,800	25,772	—	—	
	7/27/2022	—	—	—	—	130,719	495,425	—	—	
	8/11/2023	—	—	—	—	150,104	568,894	—	—	
	9/13/2023	—	—	—	—	162,922	617,474	—	—	
	7/27/2022	—	—	—	—	—	—	87,138	330,253	
<b>Monica L. Greenberg</b>	4/25/2014	12,920	—	10.13	4/25/2024	—	—	—	—	
	5/5/2017	39,520	—	7.60	5/5/2027	—	—	—	—	
	2/16/2018	130,000	—	12.45	2/16/2028	—	—	—	—	
	4/11/2019	50,000	—	29.55	4/11/2029	—	—	—	—	
	5/15/2020	30,975	10,325	27.39	5/15/2030	—	—	—	—	
	5/7/2021	11,400	11,400	51.74	5/7/2031	—	—	—	—	
	5/15/2020	—	—	—	—	4,575	17,339	—	—	
	5/7/2021	—	—	—	—	5,350	20,277	—	—	
	7/27/2022	—	—	—	—	58,824	222,943	—	—	
	8/11/2023	—	—	—	—	77,640	294,256	—	—	
	7/27/2022	—	—	—	—	—	—	39,212	148,613	
<b>Alex Kroman</b>	4/18/2023	—	—	—	—	139,406	528,349	—	—	
	4/18/2023	—	—	—	—	—	—	46,469	176,118	
<b>Jeffrey Ford</b>	10/18/2023	—	—	—	—	240,642	912,033	—	—	
<b>Robert P. LoCascio</b>	4/25/2014	100,000	—	10.13	4/25/2024	—	—	—	—	
	5/5/2017	80,000	—	7.60	5/5/2027	—	—	—	—	
	2/16/2018	250,000	—	12.45	2/16/2028	—	—	—	—	
	2/21/2019	116,410	—	25.95	2/21/2019	—	—	—	—	
	5/15/2020	99,750	33,250	27.39	5/15/2030	—	—	—	—	
	5/7/2021	41,350	41,350	51.74	5/7/2031	—	—	—	—	
	5/15/2020	—	—	—	—	14,725	55,808	—	—	
	5/7/2021	—	—	—	—	19,350	73,337	—	—	
	7/27/2022	—	—	—	—	—	—	133,127	504,551	

(1) The total original number of shares subject to each unvested stock option listed in the table vests and becomes exercisable as to 25% of the original number of shares covered by each stock option grant on the first anniversary of the grant date of each stock option and as to an additional 25% of the original number of shares at the end of each successive anniversary of the grant date until the fourth anniversary of the grant date, subject to the NEO's continued service with the Company through each vesting date and any accelerated vesting provisions described in "Potential Payments Upon Termination or Change in Control" below.

(2) The total original number of units subject to each RSU award listed in the table vests over four years, with 25% of the units vesting on the first anniversary of the grant date and the balance vesting in equal annual installments on each anniversary of the grant date.

(3) The market value of RSUs is based on the closing market price of the Company's common stock on December 29, 2023 of \$3.79.

(4) Amounts in this column represent PRSUs granted in 2022 and 2023 which vest based on the achievement of certain company performance goals. PRSUs granted to Mr. Collins, Ms. Greenberg, and Mr. LoCascio in 2022 (the "2022 PRSUs") vest over a three-year performance period and the number of earned PRSUs is determined based on the Company's revenue and adjusted EBITDA achievement for the 2022 Fiscal Year, with the potential payout scale ranging from 0% to 160% of the target number of PRSUs (the number of PRSUs earned referred to herein as the "Earned 2022 PRSUs"). The number of Earned 2022 PRSUs will then be reduced by 25% if the EBITDA margin for the 2023 Fiscal Year is less than the EBITDA margin achieved for the 2022 Fiscal Year. The Earned 2022 PRSUs will then similarly be multiplied by a percentage ranging from 75% to 125% based on our relative TSR performance against the S&P Software and Services Select Index (the "Index") over the three-year period from the date of grant (the "TSR Modifier"). More specifically, the TSR Modifier to be applied will be 75% if relative TSR is less than or equal to the 25th percentile of the Index, 100% if relative TSR is equal to the 50th percentile of the Index and 125% if relative TSR is equal to or greater than the 75th percentile of the Index, with linear interpolation in between those percentiles. In addition, the TSR Modifier will be capped at 100% if our TSR is negative during the three-year performance period. Based on performance to date, the anticipated payout is below the "target" levels, and the number included in this column reflects the number of PRSUs that could have been earned if all performance goals for the three-year period were deemed achieved at "target" levels (100%). The PRSUs granted to Mr. Kroman in 2023 vest over a one-year performance period, as further described in the section of this Amendment titled "Equity-Based Awards" above. The number included in this column reflects the target number of PRSUs granted.

(5) The market value of PRSUs is based on the closing market price of the Company's common stock on December 29, 2023 of \$3.79.

## Option Exercises and Stock Vested in 2023 Fiscal Year

The following table sets forth information concerning the number of shares acquired and the value realized by the NEOs as a result of RSUs vesting in 2023. No options were exercised by the NEOs in 2023.

Name	Stock Awards	
	Number of Shares Acquired on Vesting (#) <sup>(1)</sup>	Value Realized on Vesting (\$) <sup>(2)</sup>
John D. Collins	53,704	246,326
Monica L. Greenberg	29,358	135,274
Alex Kroman	—	—
Jeffrey Ford	—	—
Robert P. LoCascio	24,400	104,453

(1) Of the gross numbers of shares reported as vested 6,336, 24,225, 11,585 and 3,927 were withheld by the Company to cover the NEO's tax withholding obligation for Mr. LoCascio, Mr. Collins and Ms. Greenberg, respectively. There were no shares vested for Mr. Kroman or Mr. Ford in 2023.

(2) Represents the aggregate gross value realized on vesting of RSUs based on the closing market price of the Company's common stock on the vesting date for the specific grant.

## CEO Pay Ratio Disclosure

Under the Dodd-Frank Wall Street Reform and Consumer Protection Act, we are required to disclose the median of the total annual compensation of our employees, the total annual compensation of our CEO and the ratio of these two amounts.

Using the methodology described below, and calculated in accordance with Item 402(u) of Regulation S-K, the ratio of the total annual compensation for the CEO in the 2023 Fiscal Year to our estimated median employee was approximately 20 to 1.

We identified our median employee by examining the total cash compensation paid during the 2023 Fiscal Year to employees who were employed by us on December 31, 2023. This included our full-time, part-time and seasonal employees, subject to certain exceptions for employees in foreign jurisdictions as described below. We believe that total cash compensation reasonably reflects the annual compensation of our employee population worldwide. We examined our internal payroll and similar records in order to determine total cash compensation paid to our employees included in our calculations. For employees in foreign jurisdictions, we converted amounts paid in foreign currencies to U.S. dollars using the exchange rates we utilized in connection with the preparation of our 2023 annual financial statements.

The total number of employees in the jurisdictions identified below as excluded under the *de minimis* exception are less than 4% of our total workforce of 1,143 employees and have been excluded from the analysis as permitted by the SEC's disclosure rules, while the employees located in the jurisdictions of the United States, the United Kingdom, Israel, Germany, India, Bulgaria, Australia, and Canada have been included in the analysis.

Location	Total	% of Total
<b>Excluded due to de minimis exemption</b>		
France	8	0.70%
Italy	3	0.26%
Japan	10	0.87%
Netherlands	11	0.96%
Singapore	6	0.52%
Spain	4	0.35%
Subtotal	42	3.67%
<b>Included in basis for identification of median employee</b>		
Canada	28	2.45%
Australia	76	6.65%
Bulgaria	71	6.21%
India	29	2.54%
Germany	94	8.22%
Israel	96	8.40%
United Kingdom	115	10.06%
United States	592	51.79%
Subtotal	1,101	96.33%
<b>Grand Total</b>	<b>1,143</b>	<b>100%</b>

After identifying the estimated median employee using total cash compensation, we calculated annual total compensation for such employee using the same methodology we use for our NEO's as set forth in the Summary Compensation Table in this Amendment. The estimated median employee for purposes of this disclosure is a resident of the United States.

Mr. Collins and Mr. LoCascio both served as our CEO at different points during the 2023 Fiscal Year. As permitted by the SEC's disclosure rules, we selected Mr. Collins as our CEO for purposes of this disclosure because he served as our CEO on December 31, 2023 (the date we used to identify our median employee). To calculate Mr. Collins' total compensation, we chose to use Mr. Collins' total compensation for 2023, as set forth in the Summary Compensation Table, despite the fact that he was only compensated as our CEO for part of the



year. We viewed this as appropriate because Mr. Collins' total compensation for 2023 reflects all changes made by the Compensation Committee to his compensation in recognition of his service in the dual role of Interim CEO and CFO (including a discretionary cash bonus of \$300,000 and a supplemental equity grant of RSUs with a grant date value of \$725,000), without the need for any annualization. Accordingly, our CEO's total compensation for 2023 was \$2,479,319, and the reasonably estimated total compensation of the median employee was \$123,360. Therefore, our 2023 CEO to median employee estimated pay ratio is 20 to 1.

The SEC rules for identifying the median employee and calculating that employee's total annual compensation allows companies to make reasonable assumptions and estimates, and to apply a variety of methodologies and exclusions that reflect their compensation practices. We believe the pay ratio provides a reasonable estimate of the required information calculated in a manner consistent with Item 402(u) of Regulation S-K.

This information is being provided for compliance purposes. Neither the Compensation Committee nor management of the company used the pay ratio measure in making compensation decisions. In light of the various assumptions, estimates, methodologies and exclusions that may be used in accordance with the pay ratio disclosure rules, the pay ratio reported by other companies may not be comparable to the pay ratio reported above, as other companies may have different compensation practices, and may utilize different assumptions, estimates, methodologies and exclusions in calculating their own pay ratios.

## Potential Payments Upon Termination or Change in Control

The following table, footnotes and narrative disclosure describe and quantify the additional compensation that would have become payable to certain of our NEOs in connection with an involuntary termination of their employment or a change in control of the Company on December 31, 2023, pursuant to the agreements entered into with our NEOs and the terms of their outstanding equity awards, as of that date. Where applicable, the amounts payable assume a \$3.79 fair value of our common stock (the closing price of our common stock on December 29, 2023). Mr. LoCascio is not included in the table below because his employment terminated on December 31, 2023, after the Company's nonrenewal of his employment agreement. Please refer to the section titled "Robert P. LoCascio" below for a summary of the severance payments that Mr. LoCascio will receive as a result.

Named Executive Officer	Reason for Payment	Salary-Related Payments (\$)	Bonus-Related Payments (\$)	Accelerated Vesting of Equity Awards (\$)	Other Benefits (\$)
John D. Collins	Termination without cause or for good reason outside of three months prior to, or 12 months following, a change of control	262,500 (1)	525,000 (2)	1,385,241 (3)	8,237 (4)
	Termination without cause or for good reason within three months prior to, or 12 months following, a change of control	525,000 (5)	525,000 (2)	1,728,411 (6)	16,475 (7)
	Change of control	—	—	—	—
Monica L. Greenberg	Termination without cause or constructively terminated outside of 12 months following a change of control	225,000 (8)	450,000 (9)	396,047 (10)	4,972 (11)
	Termination without cause or constructively terminated within 12 months following a change of control	337,500 (12)	450,000 (9)	396,047 (10)	4,972 (11)
	Change of control	—	—	—	—
Alex Kroman	Termination without cause or for good reason outside of 12 months following a change of control	187,500 (13)	375,000 (14)	704,466 (15)	7,747 (16)
	Termination without cause or for good reason within 12 months following a change of control	187,500 (13)	375,000 (14)	704,466 (15)	7,747 (16)
	Change in control	—	—	—	—
Jeffrey Ford	Termination without cause or for good reason outside of 12 months following a change of control	93,750 (17)	—	—	—
	Termination without cause or for good reason within 12 months following a change of control	93,750 (17)	—	228,006 (18)	—
	Change in control	—	—	—	—

(1) Represents six months of Mr. Collins' base salary as of December 31, 2023.

(2) Represents Mr. Collins' outstanding retention bonus amount as of December 31, 2023.

(3) Represents the closing price of our common stock on December 29, 2023, multiplied by the total number of unvested shares underlying the RSUs held by Mr. Collins that are scheduled to time-vest during the 12 months following December 31, 2023. No value has been attributed to Mr. Collins' PRSUs or his out-of-the-money options.

(4) Represents six months of company reimbursement for the differential cost of continuation of his then-current health insurance coverage under COBRA.

(5) Represents 12 months of Mr. Collins' base salary as of December 31, 2023.

(6) Represents the closing price of our common stock on December 29, 2023, multiplied by the total number of unvested shares underlying the RSUs held by Mr. Collins. No value has been attributed to Mr. Collins' PRSUs or his out-of-the-money options.

(7) Represents 12 months of company reimbursement for the differential cost of continuation of his then-current health insurance coverage under COBRA.

(8) Represents six months of Ms. Greenberg's base salary as of December 31, 2023.

- (9) Represents Ms. Greenberg's outstanding retention bonus amount as of December 31, 2023.
- (10) Represents the closing price of our common stock on December 29, 2023, multiplied by the total number of unvested shares underlying the RSUs held by Ms. Greenberg that are scheduled to time-vest during the 12 months following December 31, 2023. No value has been attributed to Ms. Greenberg's PRSUs or her out-of-the-money options.
- (11) Represents six months of company contributions toward premium payments for health insurance coverage under COBRA.
- (12) Represents nine months of Ms. Greenberg's base salary as of December 31, 2023.
- (13) Represents six months of Mr. Kroman's base salary as of December 31, 2023.
- (14) Represents Mr. Kroman's outstanding retention bonus amount as of December 31, 2023.
- (15) Represents the closing price of our common stock on December 29, 2023, multiplied by the total number of unvested shares underlying the RSUs held by Mr. Kroman that are scheduled to time-vest during the 12 months following December 31, 2023. For purposes of this table, we have included the value of Mr. Kroman's PRSUs, assuming vesting at 100% of target.
- (16) Represents six months of company reimbursement for the differential cost of continuation of his then-current health insurance coverage under COBRA.
- (17) Represents three months of Mr. Ford's base salary as of December 31, 2023.
- (18) Represents the closing price of our common stock on December 29, 2023, multiplied by the total number of unvested shares underlying the RSUs held by Mr. Ford that are scheduled to time-vest during the 12 months following December 31, 2023.

### **John D. Collins**

If Mr. Collins is terminated by us without Cause or if he resigns without Good Reason (as such terms are defined in the letter agreement he received in connection with the Retention Program) prior to July 12, 2024, then, subject to his execution of a release of claims, he will be entitled to the following severance: (i) continued payment of his base salary for six months, (ii) reimbursement for the differential cost of continuation of his then-current health insurance benefits under COBRA (provided Mr. Collins timely elects COBRA) for a period of six months, (iii) any earned, but unpaid, annual bonus for the completed fiscal year prior to termination, and (iv) immediate vesting, as of the termination date, of any RSUs and stock options that would have vested in the 12-month period following his termination. If the benefits payable to Mr. Collins are subject to Sections 280G and 4999 of the Code, such payments will be reduced to the extent necessary to provide Mr. Collins with the greatest after-tax benefit.

If Mr. Collins is terminated by us without Cause (as defined in his employment agreement), on or after July 12, 2024, then, subject to his execution of a release of claims, he will be entitled to the following severance: (i) continued payment of his base salary for six months, (ii) reimbursement for the differential cost of continuation of his then-current health insurance benefits under COBRA (provided Mr. Collins timely elects COBRA) for a period of six months, and (iii) any earned, but unpaid, annual bonus.

In addition, if Mr. Collins' employment is terminated by us without Cause or by Mr. Collins for Good Reason (as defined in his employment agreement), in either case, within the three-month period immediately prior to or the 12-month period immediately following a Change of Control (as defined in his employment agreement), then, subject to his execution of a release of claims, he will be entitled to the following severance: (i) continued payment of his base salary for 12 months, (ii) reimbursement for the differential cost of continuation of his then-current health insurance benefits under COBRA (provided Mr. Collins timely elects COBRA) for a period of 12 months, (iii) a bonus payment equal to his target bonus for the prior completed fiscal year (if not yet paid), (iv) a bonus payment equal to his target bonus prorated for the number of months Mr. Collins was employed during the then-current fiscal year prior to termination, (v) immediate vesting, as of the termination date, of any outstanding unvested options and any other unvested equity awards held by Mr. Collins at the time of termination, and (vi) any vested options will remain exercisable until the earlier of 90 days following his termination and the original expiration date of the applicable option.

### **Monica L. Greenberg**

If Ms. Greenberg's employment is terminated by us without Cause or if she resigns with Good Reason (as such terms are defined in the letter agreement she received in connection with the Retention Program) prior to July 12, 2024, then, subject to her execution of a release of claims, she will be entitled to the following severance: (i)

continued payment of her base salary for six months, (ii) reimbursement for the differential cost of continuation of her then-current health insurance benefits under COBRA (provided Ms. Greenberg timely elects COBRA) for a period of six months, and (iii) immediate vesting, as of the termination date, of any RSUs and stock options that would have vested in the 12-month period following her termination. If the benefits payable to Ms. Greenberg are subject to Sections 280G and 4999 of the Code, such payments will be reduced to the extent necessary to provide Ms. Greenberg with the greatest after-tax benefit.

If Ms. Greenberg's employment is terminated by us without Cause (as defined in her employment agreement) or Ms. Greenberg's employment is Constructively Terminated (as defined in her employment agreement) on or after July 12, 2024, then, subject to her execution of a release of claims, she will be entitled to receive the following severance: (i) a lump sum severance payment equal to six months of her then-current base salary, (ii) provided that she timely elects and is eligible for COBRA, continued enrollment in any health benefits in place at the time of her termination for six months following her termination at the same cost as for active employees, (iii) all of her unvested options will immediately vest and become exercisable upon such termination, and (iv) any vested options will remain exercisable until the earlier of 12 months following her termination and the original expiration date of the applicable option.

If there is a Change of Control (as defined in her employment agreement) and Ms. Greenberg is terminated by us without Cause or Ms. Greenberg is Constructively Terminated, in either case, within 12 months following the Change of Control, then, subject to her execution of a release of claims, she will be entitled to receive the same severance described in the paragraph immediately above, except the lump sum severance payment will be equal to nine months of her then-current base salary.

#### *Alex Kroman*

If Mr. Kroman's employment is terminated by us without Cause or if he resigns with Good Reason (as such terms are defined in the letter agreement he received in connection with the Retention Program) prior to July 12, 2024, then, subject to his execution of a release of claims, he will be entitled to the following severance: (i) continued payment of his base salary for six months, (ii) reimbursement for the differential cost of continuation of his then-current health insurance benefits under COBRA (provided Mr. Kroman timely elects COBRA) for a period of six months, and (iii) immediate vesting, as of the termination date, of any RSUs and stock options that would have vested in the 12-month period following his termination. If the benefits payable to Mr. Kroman are subject to Sections 280G and 4999 of the Code, such payments will be reduced to the extent necessary to provide Mr. Kroman with the greatest after-tax benefit.

If Mr. Kroman's employment is terminated by us without Cause or if he resigns with Good Reason on or after July 12, 2024, and outside of the 12-month period following a Change of Control (each, as defined in his employment agreement), then, subject to his execution of a release of claims, he will be entitled to the following severance: (i) continued payment of his base salary for three months and (ii) any earned, but unpaid, annual bonus for the completed fiscal year prior to termination (prorated for any partial year).

If Mr. Kroman's employment is terminated by us without Cause or if he resigns with Good Reason within the 12-month period following a Change of Control, then, subject to his execution of a release of claims, he will be entitled to receive the same severance described above, plus (i) (a) if the termination occurs prior to March 1, 2025, he will automatically vest in any RSUs (or stock options, if applicable) that would have vested during the 12-month period following his termination, or (b) if the termination occurs on or after March 1, 2025, he will fully vest in any outstanding RSUs (or stock options, if applicable) that would have vested during the 24-month period following his termination, and (ii) any of his vested options will remain exercisable until the earlier of 90 days following his termination and the original expiration date of the applicable option.

### **Jeffrey Ford**

If Mr. Ford's employment is terminated by us without Cause or if he resigns with Good Reason outside of the 12-month period following a Change of Control (each, as defined in his employment agreement), then, subject to his execution of a release of claims, he will be entitled to the following severance: (i) continued payment of his base salary for three months, and (ii) any earned, but unpaid, annual bonus for the completed fiscal year prior to termination (prorated for any partial year).

If Mr. Ford's employment is terminated by us without Cause or if he resigns with Good Reason within the 12-month period following a Change of Control, then, subject to his execution of a release of claims, he will be entitled to receive the same severance describe above, plus (i) (a) if the termination occurs prior to August 14, 2024, he will automatically vest in any RSUs (or stock options, if applicable) that would have vested during the 12-month period following his termination, or (b) if the termination occurs on or after August 14, 2024, he will fully vest in any outstanding RSUs (or stock options, if applicable), and (ii) any of his vested options will remain exercisable until the earlier of 90 days following his termination and the original expiration date of the applicable option.

### **Robert P. LoCascio**

As a result of the Company's nonrenewal of the LoCascio Employment Agreement, following the end of Mr. LoCascio's term of employment on December 31, 2023, under the terms of Separation and Release of Claims Agreement entered into between the Company and Mr. LoCascio, Mr. LoCascio became entitled to the severance payments and benefits generally consistent with the terms of his employment agreement, including: (i) \$917,700 of severance pay, representing 18 months of Mr. LoCascio's base salary, \$611,800 of which was paid in the first quarter of 2024, and the remaining amount will be paid in 2025, (ii) a lump sum payment of \$1,376,595 representing the agreed amount of bonus-related severance to which Mr. LoCascio was entitled under the terms of his employment agreement, (iii) payment of what would have been the employer portion of the premiums for the Company's group health insurance coverage to be put toward Mr. LoCascio's COBRA continuation payments for 18 months (or until he is eligible for coverage through another employer), and (iv) immediate vesting of any stock options and 34,075 time-based RSUs that would have vested during the two years following December 31, 2023. As provided for under the terms of his employment agreement, Mr. LoCascio was also entitled to retain any stock options that had vested prior to his separation date and those options would remain exercisable until December 31, 2025. However, as part of the separation agreement, the Company and Mr. LoCascio agreed that all of Mr. LoCascio's stock options, whether or not vested, would be cancelled immediately, except for 80,000 vested stock options granted in May 2017, with an exercise price of \$7.60, which remain exercisable by Mr. LoCascio until December 31, 2025. Following his separation, Mr. LoCascio continues to be subject to the confidentiality and other post-employment obligations set forth in his employment agreement and related proprietary information agreement.

## Director Compensation in the 2023 Fiscal Year

The following table sets forth information concerning the compensation of our non-employee directors in the 2023 Fiscal Year. Following the table is a discussion of material factors related to the information disclosed in the table.

Name	Fees Earned or Paid in Cash (\$) <sup>(1)</sup>	Stock Awards (\$) <sup>(1)(2)(3)</sup>	Option Awards (\$) <sup>(4)</sup>	Total (\$)
Kevin C. Lavan	67,500	200,003	—	267,503
Jill Layfield	128,333 <sup>(5)</sup>	200,003	—	328,336
Fred Mossler <sup>(6)</sup>	35,625	—	—	35,625
William G. Wesemann	65,833	200,003	—	265,836
Ernest Cu <sup>(7)</sup>	—	—	—	—
Vanessa Pegueros <sup>(8)</sup>	62,299	317,298	—	379,597
Bruce Hansen <sup>(8)</sup>	50,549	317,298	—	367,847
Yael Zheng <sup>(8)</sup>	53,077	317,298	—	370,375
James Miller <sup>(8)</sup>	43,636	317,298	—	360,934

(1) Non-employee directors are eligible to receive their annual equity award in the form of RSUs. In addition, directors may elect to receive their annual cash retainer in the form of RSUs.

(2) The amounts included in the "Stock Awards" column represent the grant date fair value of RSU awards granted to our directors in 2023 computed in accordance with ASC Topic 718 and in accordance with SEC rules. Details and assumptions used in calculating the grant date fair value of the RSU awards may be found in Note 13 of the Company's consolidated financial statements contained in our Annual Report on Form 10-K for the 2023 Fiscal Year, as filed with the SEC. The amounts included in this column reflect the Company's accounting expense and do not correspond to the actual value that will be realized by the directors, and there is no assurance that these grant date fair values will ever be realized by the non-employee directors. Pursuant to SEC rules, the amounts shown exclude the impact of estimated forfeitures related to service-based vesting conditions.

(3) As of December 31, 2023, the number of shares underlying unvested RSUs for each director were: for Mr. Lavan, 59,881; for Ms. Layfield, 59,881; for Mr. Wesemann, 59,881; for Ms. Pegueros, 84,944; for Mr. Hansen, 84,944; for Ms. Zheng, 84,944; and for Mr. Miller, 84,944.

(4) As of December 31, 2023, the number of shares underlying unexercised stock options for each director were: Mr. Lavan, 169,917; Ms. Layfield, 141,017; Mr. Mossler, 77,137; and Mr. Wesemann, 186,017.

(5) Ms. Layfield was appointed as Lead Independent Director in July 2022, when the role of Lead Independent Director was created. Ms. Layfield was entitled to a retroactive payment in respect of the additional Lead Independent Director retainer of \$20,000, payable for her service from July 2022 through June 2023 in the position of Lead Independent Director, which additional cash retainer was approved in by the Board in February 2023 and was paid to Ms. Layfield in July 2023 (the full amount of which is reflected in the table above as part of her 2023 Fiscal Year compensation). In connection with the transition of the Company's CEO, Ms. Layfield was appointed as Chair of the Board (effective July 10, 2023). In August 2023, the Board approved an annual retainer of \$100,000 for service as the independent Chair of the Board, in lieu of any additional retainer for the role of Lead Independent Director, and her payments for the remainder of 2023 were prorated accordingly.

(6) Mr. Mossler did not stand for reelection at the 2023 annual meeting and ceased to serve on the Board as of October 5, 2023.

(7) Mr. Cu resigned from the Board on February 7, 2023. In connection with his resignation, Mr. Cu voluntarily returned all cash fees that were paid to him in 2022.

(8) Ms. Pegueros, Mr. Hansen, and Ms. Zheng were appointed to the Board on December 27, 2022, and Mr. Miller was appointed to the Board on February 13, 2023. As a newly-appointed member of the Board, each director's cash compensation was prorated to reflect his or her service commencement date, which for Ms. Pegueros, Mr. Hansen, and Ms. Zheng includes his or her service at the end of the 2022 Fiscal Year. Furthermore, as a newly-appointed member of the Board, in addition to their annual equity awards of RSUs granted in October 2023 with a grant date fair value of \$200,003, each director received an initial grant of 25,063 RSUs, with a grant date fair value of \$117,295, which represents a reduced initial equity award intended to generally align with each new directors' service on the Board for approximately half of the annual board service year.

The Company's non-employee directors are compensated in accordance with a fee schedule that is approved by the Compensation Committee, that generally operates on an annual cycle from July 1 – June 30 each year. Directors who are also our employees receive no additional compensation for their services as directors. The Compensation Committee reviews and recommends to the Board appropriate director compensation programs for service as directors, committee chair and committee members. In order to determine the Board compensation framework, the Compensation Committee typically reviews comparative market composite data provided by Compensia.

Consistent with the Company's compensation philosophy, non-employee director compensation is positioned competitively against companies of similar size, complexity and growth trajectory, and is reviewed by the Board periodically with changes, if any, generally being implemented for the next Board compensation cycle. As part of this review schedule, the Board is currently considering whether any revisions to the non-employee director compensation policy are warranted for the July 2024 – June 2025 cycle, taking into account current market pressures, updated company peer data and other factors.

For his or her services during the 2023 Fiscal Year, each non-employee director received compensation in accordance with the following:

Annual Cash Retainer	\$ 35,000	
Annual Cash Retainer for Chair of the Board	\$ 100,000	(1)
Annual Equity Grant	\$ 200,000	(2)

(1) Ms. Layfield was appointed as Lead Independent Director in July 2022, when the role of Lead Independent Director was created. Ms. Layfield was entitled to a retroactive payment in respect of the additional Lead Independent Director retainer of \$20,000, payable for her service from July 2022 through June 2023 in the position of Lead Independent Director, which additional cash retainer was approved in by the Board in February 2023 and was paid to Ms. Layfield in July 2023. In connection with the transition of the Company's CEO, Ms. Layfield was appointed as Chair of the Board (effective July 10, 2023). In August 2023, the Board approved an annual retainer of \$100,000 for service as the independent Chair of the Board, in lieu of any additional retainer for the role of Lead Independent Director, and her payments for the remainder of 2023 were prorated accordingly.

(2) Newly appointed directors to the Board receive an initial equity grant equal to the annual equity retainer of \$200,000, the value of which may, in the Board's discretion, be prorated based on the timing of the new director's commencement of service.

Members of our Committees, other than the Chairpersons, receive the following additional compensation (which is paid quarterly in arrears and prorated for any partial quarters of service):

Audit Committee	\$ 10,000
Compensation Committee	\$ 7,500
Nominating and Corporate Governance Committee	\$ 5,000
Operating Committee	\$ 5,000

The Chairpersons of our Committees receive the following additional compensation (which is paid quarterly in arrears and prorated for any partial quarters of service):

Audit Committee	\$ 20,000
Compensation Committee	\$ 15,000
Nominating and Corporate Governance Committee	\$ 10,000
Operating Committee	\$ 10,000

In connection with the CEO transition in 2023, the Board formed a special CEO search committee chaired by Ms. Pegueros, with Messrs. Wesemann and Miller serving as committee members. Ms. Pegueros received additional compensation of approximately \$6,660 for her service as chair, and each of Messrs. Wesemann and Miller received approximately \$3,300 for their service as committee members. Payments were generally made quarterly in arrears.

For the 2023 Fiscal Year, directors received their annual equity award in the form of RSUs. In addition, directors were permitted to elect to receive their annual cash retainer in the form of RSUs. Equity grants to the directors

generally cliff vest on the earlier of one year from grant, or the date of the next annual stockholder’s meeting, subject to the director’s continued service through the vesting date.

## Compensation Committee Interlocks and Insider Participation

The members of the Compensation Committee of our Board during the 2023 Fiscal Year were Ms. Layfield (Chair), Mr. Lavan, Mr. Mossler (until October 2023), Ms. Pegueros, Mr. Wesemann, and Ms. Zheng.

During the 2023 Fiscal Year:

- none of the members of the Compensation Committee was an officer (or former officer) or employee of the Company or any of its subsidiaries;
- none of the members of the Compensation Committee had a direct or indirect material interest in any transaction in which the Company was a participant and the amount involved exceeded \$120,000;
- none of our executive officers served on the compensation committee (or another board committee with similar functions or, if none, the entire board of directors) of another entity where one of that entity’s executive officers served on our Compensation Committee;
- none of our executive officers was a director of another entity where one of that entity’s executive officers served on our Compensation Committee; and
- none of our executive officers served on the compensation committee (or another board committee with similar functions or, if none, the entire board of directors) of another entity where one of that entity’s executive officers served as a director on our Board.

## Equity Compensation Plan Information

The following table summarizes the number of securities underlying outstanding options and RSUs granted to employees and directors, as well as the number of securities remaining available for future issuance, under LivePerson’s equity compensation awards as of December 31, 2023.

Plan category	Number of securities to be issued upon exercise of outstanding options, warrants and rights as of December 31, 2023 <sup>(1)</sup>	Weighted-average exercise price of outstanding options, warrants and rights <sup>(2)</sup>	Number of securities remaining available for future issuance under equity compensation plans as of December 31, 2023 (excluding securities reflected in column (a))
Equity compensation plans approved by security holders	6,411,372	\$23.52	3,103,335 <sup>(3)</sup>
Equity compensation plans not approved by security holders	2,055,504	\$18.32	659,783 <sup>(4)</sup>
<b>Total</b>	<b>8,466,876</b>		<b>3,763,118</b>

<sup>(1)</sup> Consists of options to purchase shares of our common stock, as well as RSU awards, each representing the right to acquire shares of our common stock. In respect of the plans approved by security holders, including the 2000 Stock Incentive Plan, 2009 Stock Incentive Plan and 2019 Stock Incentive Plan, the number of shares reported represents 3,023,500 shares subject to stock options and 3,387,872 RSUs. For



purposes of this table, the number of RSUs includes a number in respect of PRSUs granted under the 2019 Stock Incentive Plan that assumes the highest level of performance for the three-year performance period applicable to the award has been achieved. In respect of the plan not approved by security holders, including the Inducement Plan (described below), the number of shares reported represents 558,764 shares subject to stock options, and 1,496,740 RSUs.

(2) The weighted average exercise price is calculated based solely on the outstanding stock options. It does not take into account the shares issuable upon vesting of outstanding RSU awards or performance stock units, which have no exercise price.

(3) Consists of 2,059,279 shares remaining available for issuance under the 2019 Stock Incentive Plan and 1,044,056 shares remaining available for issuance under the 2019 Employee Stock Purchase Plan.

(4) Represents shares under the 2018 Inducement Plan, which is intended to qualify as an "inducement plan" under Nasdaq rule 5635(c)(4).

## LivePerson, Inc. 2018 Inducement Plan

On January 19, 2018, the Board adopted the LivePerson, Inc. 2018 Inducement Plan (the "Inducement Plan"), which provides for the grants of awards of stock options, stock appreciation rights, restricted stock, RSUs and other stock and cash-based awards to persons who have not previously been an employee or director of the Company, or to an individual following a bona fide period of non-employment with the Company, as an inducement for the individual's entering into employment with the Company. The purpose of the Inducement Plan is to help the Company provide an inducement to attract and retain the employment services of new employees, to motivate those new employees whose potential contributions are important to the success of the Company to accept an offer of employment by providing them with equity ownership opportunities, and to advance the interests of the Company's stockholders by providing incentives to those eligible individuals who are expected to make important contributions to the Company.

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 our common stock other than an ordinary cash dividend, the Board will make equitable adjustments to the maximum number and type of shares or other securities that may be issued under the Inducement Plan, the maximum number and type of shares that may be granted to any participant in any calendar year, the number and type of shares subject to outstanding awards, the exercise price or grant price of outstanding awards and other necessary adjustments in connection with the Inducement Plan.

The Inducement Plan is administered by the Board. Pursuant to the terms of the Inducement Plan, subject to applicable law, the Board may delegate certain authority under the Inducement Plan to one or more committees or subcommittees of the Board or one or more officers of the Company. Subject to the provisions of the Inducement Plan, the Board has the power to select the recipients of awards, to determine the number of shares subject to any award, to establish and verify the extent of satisfaction of any performance goals or other conditions applicable to awards, to determine whether, and the extent to which, adjustments are required under the Inducement Plan, and to determine the terms and conditions of awards. The Board may also modify awards granted to participants who are foreign nationals or employed outside the United States or establish subplans or procedures under the Inducement Plan to recognize differences in laws, rules, regulations or customs of such foreign jurisdictions with respect to tax, securities, currency, employee benefit or other matters.

The Inducement Plan permits the granting of stock options, stock appreciation rights, restricted stock, RSUs, performance awards and other stock and cash-based awards to persons who have not previously been an employee or director of the Company, or an individual following a bona fide period of non-employment with the Company, as an inducement for the individual's entering into employment with the Company.

## Stock Options

The Board may grant stock options under the Inducement Plan. The number of shares covered by each stock option granted to a participant (subject to the Inducement Plan's stated limit) and all other terms and conditions will be determined by the Board. The stock option exercise price is established by the Board and must be at least 100% of the fair market value of a share on the date of grant. Consistent with applicable laws, regulations and rules, and to the extent authorized by the Board, payment of the exercise price of stock options may be made in one of more of the following: (i) cash or check, (ii) broker assisted cashless exercise, (iii) shares of our common stock, (iv) net exercise, (v) delivery to the Company of a promissory note, (vi) any other lawful means, or (vii) any combination of these permitted forms of payment. The Inducement Plan prohibits decreasing the exercise price of an option or canceling an option and replacing it with an award with a lower exercise price.

After a termination of service with the Company, a participant will be able to exercise the vested portion of his or her option for the period of time stated in the applicable stock option agreement. Unless otherwise provided by the Board, unvested stock options will generally expire upon termination of the participant's employment and vested stock options will generally expire immediately following a termination for cause. In no event, however, may a stock option be exercised beyond its original expiration date. The term of a stock option will not exceed 10 years from the date of grant.

## Stock Appreciation Rights

The Board may grant stock appreciation rights under the Inducement Plan. Stock appreciation rights typically provide for the right to receive the appreciation in the fair market value of our common stock between the grant date and the exercise date. The Board may grant stock appreciation rights either alone or in tandem with a stock option granted under the Inducement Plan. The number of shares of Company common stock covered by each stock appreciation right (subject to the Inducement Plan's stated limit) and all other terms and conditions will be determined by the Board. Stock appreciation rights are generally subject to the same terms and limitations applicable to options or, when granted in tandem with an option, to the same terms as the option. Stock appreciation rights may be paid in cash or shares or any combination of both, as determined by the Board in its sole discretion. Unless otherwise approved by the Company's stockholders, the Inducement Plan prohibits decreasing the exercise price of a stock appreciation right or canceling a stock appreciation right and replacing it with an award with a lower exercise price.

## Restricted Stock

The Board may award shares of restricted stock under the Inducement Plan. Shares of restricted stock are shares that vest in accordance with the terms and conditions established by the Board in its sole discretion. The Board will determine the terms of any restricted stock award, including the number of shares subject to such award (subject to the Inducement Plan's stated limit), and the minimum period over which the award may vest. Specifically, with respect to restricted stock awards with solely time-based vesting, generally no portion of the award may vest until the first anniversary of the date of grant, no more than one-third of the award may be vested prior to the second anniversary of the date of grant, and no more than two-thirds of the award may be vested prior to the third anniversary of the date of grant. With respect to restricted stock awards that do not vest solely based on the passage of time, generally no portion of the award may 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). These minimum vesting schedules do not apply to awards granted, in the aggregate, for up to 5% of the maximum number of authorized shares under the Inducement Plan. Participants holding restricted stock will be entitled to all ordinary cash dividends paid with respect to such shares, which dividends shall be accrued and become payable when and if the restricted stock vests. When the restricted stock award conditions are satisfied, the shares will no longer be subject to forfeiture as the participant is vested in the shares and has complete ownership of the shares.

## Restricted Stock Units

The Board may also grant an award of RSUs under the Inducement Plan. An RSU is a bookkeeping entry representing an amount equivalent to the fair market value of one share of our common stock. Participants are not required to pay any consideration to the Company at the time of grant of an RSU award. The Board will determine the terms of any RSU award, including the number of shares covered by such award (subject to the Inducement Plan's stated limit), and the minimum period over which the award may vest, which is subject to the same minimum vesting requirements and exceptions described above for restricted stock awards. RSU awards may include a dividend equivalent right feature, but any dividends payable to stockholders will accrue with respect to the RSU and become payable only when and if the underlying RSU vests. When the participant satisfies the conditions of an RSU award, the Company will pay the participant cash or shares of our common stock to settle the vested RSUs. The Board may permit a participant to elect to defer the settlement of his or her vested RSU award until a later date; provided that such deferral election must be made pursuant to an exemption from, or in compliance with, Code Section 409A.

## Other Stock-Based and Cash-Based Awards

Under the Inducement Plan, the Board may also grant awards of shares of our common stock or other awards denominated in cash. The Board will determine the terms of any such stock-based or cash-based award, including the number of shares or amount of cash, as applicable, covered by such award (subject to the Inducement Plan's stated limit), and the minimum period over which the award may vest, which is subject to the same minimum vesting requirements and exceptions described above for restricted stock awards.

## Performance Awards

The Board may grant performance awards under the Inducement Plan. Performance awards provide participants with the opportunity to earn a payout subject to the award only if certain performance goals or other vesting criteria are achieved. The Board will establish the performance goals or other vesting in its discretion, which, depending on the extent to which they are met, will determine the number and/or the value of performance shares to be paid out to participants. The Board has discretion to determine other terms of the performance award, including the number of shares or value subject to a performance award (subject to the Inducement Plan's stated limit), the period as to which performance is to be measured (which may be no shorter than a one-year period), any applicable forfeiture provisions and any other terms and conditions consistent with the Inducement Plan. After the completion of the performance period applicable to the award, the Board will measure performance against the applicable goals and other vesting criteria and determine whether any payment will be made under the award. If the participant satisfies the conditions of the performance share award, the Company will pay the participant cash or shares or any combination of both to settle the award.

## Performance Goals

The Compensation Committee may establish performance criteria and level of achievement versus such criteria that will determine the number of shares to be granted, retained, vested, issued or issuable under or in settlement of or the amount payable pursuant to an award, which criteria may be based on certain performance goals (as described below). The performance criteria for each such performance award will be based on one or more of the following measurable performance goals: (a) net income, (b) earnings before or after discontinued operations, interest, taxes, depreciation and/or amortization, (c) operating profit before or after discontinued operations and/or taxes, (d) sales, (e) sales growth, (f) earnings growth, (g) cash flow or cash position, (h) gross margins, (i) stock price, (j) market share, (k) return on sales, assets, equity or investment, (l) improvement of financial ratings, (m) achievement of balance sheet or income statement objectives, (n) total stockholder return, (o) introduction of new products, (p) expansion into new markets or (q) achievement of any other strategic, operational goals or such other individual performance measures as the Board may determine.

These performance 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 Compensation 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 goals: (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 Board; and (iii) shall be set by the Compensation Committee at a time that the accomplishment of such goals is reasonably uncertain. The Compensation Committee may adjust downwards or upwards the cash or number of shares payable pursuant to such awards, and the Compensation Committee may waive the achievement of the applicable performance measures in its discretion.

## Transferability of Awards

Awards granted under the Inducement Plan generally may not be transferred other than by will or the laws of descent and distribution or pursuant to a qualified domestic relations order. During the life of the participant, awards are exercisable only by the participant. The Board may in its sole discretion permit and subject to certain conditions provide for the gratuitous transfer of an award 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 to the extent permitted under Form S-8 under the Securities Act.

## Reorganization Event

In the event of a reorganization event, each outstanding award will be treated as the Board determines, including, without limitation, that each award may be assumed or an equivalent option or right substituted by the successor corporation, or in the case of stock options, may be terminated after giving holders notice of such pending termination and a change to exercise the option prior to the reorganization event. In addition, the vesting of awards that are unvested at the time of a reorganization event does not automatically accelerate, but the Board may cause any vesting to accelerate or restrictions lapse in connection with the reorganization event. In the case that stockholders are receiving a cash payment for each share in a reorganization event, the Board may also provide that all awards will be canceled in connection with the reorganization event in exchange for the holder of such award receiving a cash payment for each share underlying the award in the same amount as the stockholders receive, or, in the case of options, the excess, if any, between the amount a stockholder is receiving and the exercise price of the stock option. The Board will generally not be required to treat all awards, all awards held by a participant, or all awards of the same type, similarly in the transaction. Upon the occurrence of a liquidation or dissolution of the Company, except to the extent specifically provided otherwise in the restricted stock or RSU award agreement or any other agreement between a participant and the Company, all restrictions and conditions on all restricted stock and RSU awards then outstanding will automatically be deemed terminated or satisfied.

## Amendment and Termination; Forfeiture Events

Our Board may amend, suspend or terminate the Inducement Plan at any time and for any reason, provided that any amendment may not materially and adversely affect the rights of the existing participants under the Inducement Plan. No award will be made that is conditioned upon stockholder approval of any amendment to the Inducement Plan. The Inducement Plan will terminate on January 19, 2028, unless re-adopted or extended by the stockholders prior to or on such date or unless terminated earlier by the Board. The Board may specify in any award agreement that the participant's rights, payments and benefits with respect to the 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.

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

### Ownership of Securities

The following table sets forth information with respect to the beneficial ownership of our outstanding common stock as of March 31, 2024, unless otherwise indicated in the footnotes below, by:

- each person or group of affiliated persons whom we know to beneficially own more than five percent of our common stock;
- each of our named executive officers identified in the “Summary Compensation Table” included in this Amendment on page 25;
- each of our directors; and
- all of our directors and executive officers as a group.

A person is deemed to be a beneficial owner of any securities of which that person has a right to acquire beneficial ownership within 60 days after March 31, 2024, including any shares of our common stock subject to an option that are exercisable or will be exercisable, or RSUs that have vested or will vest, within 60 days after March 31, 2024.

Beneficial ownership is determined in accordance with the rules of the SEC and includes voting and investment power with respect to shares. Percentage of beneficial ownership is based on 88,365,750 shares of common stock outstanding at March 31, 2024 (excluding shares held in treasury). Unless otherwise indicated, the persons named in the table directly own the shares and have sole voting and sole investment control with respect to all shares beneficially owned:

Name of Beneficial Owner <sup>(1)</sup>	Number of Shares Beneficially Owned <sup>(2)</sup>	Percentage of Common Stock Outstanding
<b>5% Stockholders</b>		
Vector Capital Management, L.P. <sup>(3)</sup>	10,899,456	12%
The Vanguard Group. <sup>(4)</sup>	8,132,745	9%
BlackRock, Inc. <sup>(5)</sup>	7,899,185	9%
Divisadero Street Capital Management, LP <sup>(6)</sup>	4,999,943	6%
Solel Partners, LP <sup>(7)</sup>	4,732,200	5%
<b>Executive Officers and Directors</b>		
John D. Collins <sup>(8)</sup>	135,098	*
Monica L. Greenberg <sup>(9)</sup>	351,395	*
Alex Kroman <sup>(10)</sup>	139,406	*
Jeffrey Ford	—	—
Robert P. LoCascio <sup>(11)</sup>	3,347,401	5%
Kevin C. Lavan <sup>(12)</sup>	189,041	*
Jill Layfield <sup>(13)</sup>	155,971	*
James Miller	25,063	*
William G. Wesemann <sup>(14)</sup>	500,971	*
Vanessa Pegueros	30,112	*
Bruce Hansen	25,063	*
Yael Zheng <sup>(15)</sup>	28,063	*
<b>Directors and Executive Officers as a group (12 persons) <sup>(16)</sup></b>	<b>1,580,183</b>	<b>2%</b>

\* Less than 1%.

- (1) Unless noted otherwise, the business address of each beneficial owner is c/o LivePerson, Inc., 530 7th Avenue, Floor M1, New York, New York 10018.
- (2) Beneficial ownership is determined in accordance with the rules of the SEC and includes voting and/or investment power with respect to the shares shown as beneficially owned.
- (3) Based solely on our review of the Schedule 13D filed with the SEC on March 6, 2024 by Vector Capital VI, L.P., Vector Capital Management, L.P., Vector Capital, L.L.C. and Alexander R. Slusky (collectively, "Vector Capital") each of whose address is One Market Street, Steuart Tower, 23rd Floor, San Francisco, CA 94105. Vector Capital has reported that it has shared voting power as to all 10,899,456 shares and shared dispositive power as to all 10,899,456 shares.
- (4) Based solely on our review of the Schedule 13G/A filed with the SEC on February 13, 2024 by The Vanguard Group, whose address is 100 Vanguard Blvd., Malvern, PA 19355. The Vanguard Group reported that it has shared voting power as to 127,967 shares, sole dispositive power as to 7,979,173 shares and shared dispositive power as to 153,572 shares.
- (5) Based solely on our review of the Schedule 13G/A filed with the SEC on January 24, 2024 by BlackRock, Inc., whose address is 50 Hudson Yards, New York, NY 10001. BlackRock, Inc. reported that it has sole voting power as to 7,587,846 shares, and sole dispositive power as to 7,899,185 shares.
- (6) Based solely on our review of the Schedule 13G filed with the SEC on March 4, 2024 by Divisadero Street Capital Management, LP, Divisadero Street Partners, L.P., Divisadero Street Partners GP, LLC and William Zolezzi, (collectively, "Divisadero Street Capital") each of whose address is 3480 Main Highway, Suite 204, Miami, FL 33133. Divisadero Street Capital reported that it has shared voting power as to all 4,999,943 shares and shared dispositive power as to all 4,999,943 shares.
- (7) Based solely on our review of the Schedule 13G filed with the SEC on February 14, 2024 by Solel Partners LP, whose address is 699 Boylston Street, 15th Floor, Boston, MA 02116. Solel Partners LP reported that it has sole voting power and sole dispositive power as to all 4,732,200 shares.
- (8) Includes 93,944 shares underlying options that are currently exercisable or that will be exercisable at or within 60 days of March 31, 2024, and 8,900 RSUs vesting within 60 days of March 31, 2024.
- (9) Includes 290,840 shares underlying options that are currently exercisable or that will be exercisable at or within 60 days of March 31, 2024, and 7,250 RSUs vesting within 60 days of March 31, 2024.



- (10) Includes 139,406 RSUs vesting within 60 days of March 31, 2024.
- (11) Of the total shares held by Mr. LoCascio, 4,148,354 shares of common stock are held indirectly by Mr. LoCascio through Ikon LP, a limited partnership of which Mr. LoCascio is the sole owner. Includes 80,000 shares underlying options that are currently exercisable or that will be exercisable at or within 60 days of March 31, 2024. In January 2012, 2,000,000 shares of common stock beneficially owned by Mr. LoCascio were pledged as collateral in connection with a line of credit extended to Mr. LoCascio by UBS, and such pledge is currently in effect with regard to those shares. Share figures are based on the Form 4 filed with the SEC on April 11, 2023 by Mr. LoCascio, the Form 144 filed with the SEC on September 5, 2023 by Mr. LoCascio and other information available to the Company.
- (12) Includes 169,917 shares underlying options that are currently exercisable or that will be exercisable at or within 60 days of March 31, 2024.
- (13) Includes 141,017 shares underlying options that are currently exercisable or that will be exercisable at or within 60 days of March 31, 2024.
- (14) Includes 186,017 shares underlying options that are currently exercisable or that will be exercisable at or within 60 days of March 31, 2024.
- (15) Of the total shares held by Ms. Zheng, 3,000 shares of common stock are held by Ms. Zheng indirectly through the Winthrop Alan White and Yael Zheng Revocable Trust, a trust of which Ms. Zheng is a co-trustee with her spouse.
- (16) Does not include shares beneficially owned by Mr. LoCascio, as he was no longer employed by the Company as of March 31, 2024. Includes 881,735 shares underlying options that are currently exercisable or that will be exercisable at or within 60 days of March 31, 2024, 155,556 RSUs vesting within 60 days of March 31, 2024 and 3,000 shares of which the current directors and executive officers are indirect beneficial owners.

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

### Certain Relationships and Related Party Transactions

Any transaction or series of transactions, of which the aggregate amount involved exceeds or may be reasonably expected to exceed \$120,000, in which we participate and a related person has a material interest would require the prior approval by our Board. In such cases, the Board would review all of the relevant facts and circumstances and would take into account, among other factors, whether the transaction is on terms no less favorable than terms generally available to an unaffiliated third party under the same or similar circumstances and the extent of the related person's interest in the transaction. If a transaction relates to a director, that director would not participate in the Board's deliberations.

Related persons would include a member of our Board and our executive officers and their immediate family members. It would also include persons controlling over 5% of our outstanding common stock. Under our written policy on conflicts of interest, all of our directors, executive officers and employees have a duty to report to the appropriate level of management potential conflicts of interests, including transactions with related persons.

Pursuant to our Audit Committee Charter, our Audit Committee is responsible for reviewing potential conflict of interest situations and approving, on an ongoing basis, all related party transactions required to be disclosed pursuant to Item 404 of Regulation S-K. In particular, our Audit Committee Charter requires that our Audit Committee approve all transactions between the Company and one or more directors, executive officers, major stockholders or firms that employ directors, as well as any other material related party transactions that are identified in a periodic review of our transactions. In considering a related party transaction, the Audit Committee will consider such factors as it deems appropriate, including, without limitation, the commercial reasonableness of the terms, if the terms are judged to be the same as a transaction made on an arm's-length basis, the benefit or perceived benefit (or lack thereof) to the Company, the impact on a director's independence in the event the related person is a director, an immediate family member of a director or an entity in which a director has a position or relationship, opportunity costs and availability of alternate transactions, the materiality and character of the related person's direct or indirect interest, and any actual or apparent conflict of interest of the related person.

Since the beginning of the 2023 Fiscal Year, the Company has not been a participant in any transaction with a related person other than the agreements and transactions described below.

## Indemnification Agreements with Directors and Executive Officers

The Charter provides that we will indemnify each of our directors and officers to the fullest extent permitted by the Delaware General Corporation Law. In addition, we have entered into indemnification agreements with our directors and executive officers. We monitor developments in Delaware law in order to provide our directors and officers the highest level of protection under the law. Our Board approved an updated form of indemnification agreement which was filed as an exhibit to our 2011 Annual Report on Form 10-K. The form of indemnification agreement used by the Company contains provisions that require us, among other things, to indemnify our directors and executive officers against certain liabilities (other than liabilities arising from intentional or knowing and culpable violations of law) that may arise by reason of their status or service as our directors or executive officers or other entities to which they provide service at our request and to advance expenses they may incur as a result of any proceeding against them as to which they could be indemnified. We believe that these provisions and agreements are necessary to attract and retain highly qualified individuals to serve the Company. We also have obtained an insurance policy covering our directors and executive officers for claims that such directors and executive officers may otherwise be required to pay or for which we are required to indemnify them, subject to certain exclusions.

## Other Relationships and Transactions

On May 5, 2023, Starboard Value and Opportunity Master Fund Ltd submitted notice of its intent to nominate three persons for election to the Company's Board at the 2023 Annual Meeting. On July 24, 2023, Starboard withdrew its notice.

## Director Independence

The Board has determined that the Chair of the Board, Ms. Layfield, Mr. Hansen, Mr. Lavan, Mr. Miller, Ms. Pegueros, Mr. Wesemann, and Ms. Zheng are "independent" under the Nasdaq listing requirements and the applicable rules and regulations of the SEC. As part of the Board's process in making such determination, each such director provided confirmation that (a) the objective criteria for independence pursuant to the Nasdaq rules are satisfied and (b) each such director has no other relationship with the Company that would interfere with the exercise of independent judgment in carrying out the responsibilities of a director. Mr. Sabino, our CEO and a member of the Board, is an employee and therefore not "independent" under these requirements, rules and regulations.

## Item 14. Principal Accountant Fees and Services

### Fees Billed to the Company for Services Rendered during the Fiscal Years Ended December 31, 2023 and 2022

BDO USA, P.C. served as the Company's independent registered public accounting firm for the fiscal years ended December 31, 2023 and 2022.

	2023	2022
Audit Fees <sup>(1)</sup>	2,055,855	\$1,845,960
Audit-Related Fees <sup>(2)</sup>	—	\$125,000
Tax Fees <sup>(3)</sup>	—	—
All Other Fees	—	—

<sup>(1)</sup> "Audit Fees" consist of fees for professional services rendered in connection with the audit of the Company's consolidated annual financial statements, the review of the Company's interim condensed consolidated financial statements included in quarterly reports, the audits in connection with statutory and regulatory filings or engagements, and the audit of the Company's internal controls over financial reporting.

<sup>(2)</sup> "Audit-Related Fees" consist primarily of fees for professional services rendered in connection with the acquisition accounting due diligence.

<sup>(3)</sup> "Tax Fees" consist of fees billed for professional services rendered for tax compliance, tax consulting and tax planning services.

### Pre-Approval Policies and Procedures

The Audit Committee pre-approves all audit and permissible non-audit services. The Audit Committee has authorized each of its members to pre-approve audit, audit-related, tax and non-audit services, provided that such approved service is reviewed with the full Audit Committee at its next meeting.

As early as practicable in each fiscal year, the independent registered public accounting firm provides to the Audit Committee a schedule of the audit and other services that they expect to provide or may provide during the year. The schedule is specific as to the nature of the proposed services, the proposed fees and other details that the Audit Committee may request. The Audit Committee by resolution authorizes or declines the proposed services. Upon approval, this schedule serves as the budget for fees by specific activity or service for the year.

A schedule of additional services proposed to be provided by the independent registered public accounting firm or proposed revisions to services already approved, along with associated proposed fees, may be presented to the Audit Committee for their consideration and approval at any time. The schedule is required to be specific as to the nature of the proposed service, the proposed fee, and other details that the Audit Committee may request. The Audit Committee intends by resolution to authorize or decline authorization for each proposed new service.

# PART IV

## Item 15. Exhibits and Financial Statement Schedules

The following documents are filed as part of this Form 10-K/A:

3. Exhibits. Incorporated by reference to the Exhibit Index immediately following the signature pages to this Form 10-K/A.

### EXHIBIT INDEX

Number	Description
3.1(a)	<a href="#"><u>Fourth Amended and Restated Certificate of Incorporation (incorporated by reference to the Exhibit 3.1 to LivePerson's Annual Report on Form 10-K for the year ended December 31, 2000 and filed March 30, 2001 (File No. 000-30141))</u></a>
3.1(b)	<a href="#"><u>Certificate of Amendment to the Fourth Amended and Restated Certificate of Incorporation effective as of November 12, 2019 (incorporated by reference to Exhibit 4.2 to LivePerson's Registration Statement on Form S-8 filed on November 13, 2019 (File No. 333-234676))</u></a>
3.2	<a href="#"><u>Third Amended and Restated By-Laws of LivePerson, Inc., as amended (incorporated by reference to Exhibit 3.1 to LivePerson's Current Report on Form 8-K filed on June 12, 2023 (File No. 000-30141))</u></a>
3.3	<a href="#"><u>Certificate of Designations of the Series A Junior Participating Preferred Stock of the Company, dated January 22, 2024 (incorporated by reference to Exhibit 3.1 to LivePerson's Current Report on Form 8-K filed on January 22, 2024)</u></a>
4.1	<a href="#"><u>Specimen common stock certificate (incorporated by reference to Exhibit 4.1 to LivePerson's Registration Statement on Form S-1/A filed on March 28, 2000 (Registration No. 333-95689))</u></a>
4.2	<a href="#"><u>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 Exhibit 4.2 to LivePerson's Registration Statement on Form S-1/A filed on March 10, 2000 (Registration No. 333-95689))</u></a>
4.3†	<a href="#"><u>Description of the Registrant's Securities Registered Pursuant to Section 12 of the Securities Exchange Act of 1934</u></a>
4.4	<a href="#"><u>Indenture, dated as of December 4, 2020, by and between LivePerson, Inc. and U.S. Bank National Association, as Trustee (incorporated by reference to Exhibit 4.1 to LivePerson's Current Report on Form 8-K/A filed on December 10, 2020 (File No. 000-30141))</u></a>
4.5	<a href="#"><u>Form of 0% Convertible Senior Notes due 2026 (included within the Indenture filed as Exhibit 4.4 hereto)</u></a>
4.6	<a href="#"><u>Tax Benefits Preservation Plan, dated as of January 22, 2024, by and between the Company and Equiniti Trust Company, LLC as rights agent (which includes the Form of Rights Certificate as Exhibit B thereto) (incorporated by reference to Exhibit 4.1 to LivePerson's Current Form 8-K filed on January 22, 2024)</u></a>
4.7	<a href="#"><u>Amendment, dated as of February 16, 2024, to the Tax Benefits Preservation Plan, between LivePerson, Inc. and Equiniti Trust Company, LLC (incorporated by reference to Exhibit 4.1 to LivePerson's Current Form 8-K filed on February 16, 2024)</u></a>
10.1(a)*	<a href="#"><u>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 (File No. 333-159850))</u></a>

- 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 \(File No. 000-30141\)\)](#)
- 10.1(c)\* [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-O filed on May 6, 2011 \(File No. 000-30141\)\)](#)
- 10.1(d)\* [Form of Restricted Stock Unit Award Agreement under the 2009 Stock Incentive Plan \(incorporated by reference to Exhibit 10.12 to LivePerson's Annual Report on Form 10-K for the year ended December 31, 2017, filed on March 15, 2018 \(File No. 000-30141\)\)](#)
- 10.2\* [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, filed March 13, 2012 \(File No. 000-30141\)\)](#)
- 10.3\* [Offer Letter Agreement between LivePerson, Inc. 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, filed March 13, 2012 \(File No. 000-30141\)\)](#)
- 10.4\* [Incentive Plan effective April 1, 2011 \(incorporated by reference to Exhibit 10.1 to LivePerson's Current Report on Form 8-K filed on April 28, 2011 \(File No. 000-30141\)\)](#)
- 10.5\* [Form of Restricted Stock Unit Award Agreement for Robert LoCascio \(incorporated by reference to Exhibit 10.13 to LivePerson's Annual Report on Form 10-K for the year ended December 31, 2017, filed on March 15, 2018 \(File No. 000-30141\)\)](#)
- 10.6\* [LivePerson, Inc. 2018 Inducement Plan, as amended \(incorporated by reference to Exhibit 99.1 to LivePerson's Registration Statement on Form S-8 filed on May 12, 2022 \(File No. 333-264897\)\)](#)
- 10.7\* [Amendment to LivePerson, Inc. 2018 Inducement Plan, as amended \(incorporated by reference to Exhibit 99.2 to LivePerson's Registration Statement on Form S-8 filed on March 8, 2024 \(File No. 333-277807\)\)](#)
- 10.8\* [Amended Employment Agreement between LivePerson and Robert LoCascio, dated as of December 27, 2017 \(incorporated by reference to Exhibit 10.15 to LivePerson's Annual Report on Form 10-K for the year ended December 31, 2017, filed on March 15, 2018 \(File No. 000-30141\)\)](#)
- 10.9 [Form of Capped Call Transaction Confirmation relating to the 0.750% Convertible Senior Notes due 2024 \(incorporated by reference to Exhibit 10.1 to LivePerson's Form 8-K filed on March 5, 2019 \(File No. 000-30141\)\)](#)
- 10.10 [Form of Additional Capped Call Transaction Confirmation relating to the 0.750% Convertible Senior Notes due 2024 \(incorporated by reference to Exhibit 10.1 to LivePerson's Form 8-K filed on March 14, 2019 \(File No. 000-30141\)\)](#)
- 10.11 [Nonstatutory Stock Option Agreement, by and between LivePerson, Inc. and Robert P. LoCascio, dated as of February 21, 2019 \(incorporated by reference to Exhibit 10.3 to LivePerson's Quarterly Report on Form 10-O for the quarter ended March 31, 2019, filed on May 7, 2019 \(File No. 000-30141\)\)](#)
- 10.12\* [2009 Stock Incentive Plan Restricted Stock Unit Award Agreement, by and between LivePerson, Inc. and Robert P. LoCascio, dated as of February 21, 2019 \(incorporated by reference to Exhibit 10.4 to LivePerson's Quarterly Report on Form 10-O for the quarter ended March 31, 2019, filed on May 7, 2019 \(File No. 000-30141\)\)](#)
- 10.13\* [Amended and Restated LivePerson, Inc. 2019 Stock Incentive Plan, effective as of October 5, 2023 \(incorporated by reference to Exhibit 99.1 to LivePerson's Registration Statement on Form S-8 filed on November 17, 2023 \(File No. 333-275611\)\)](#)
- 10.14\* [Amended and Restated LivePerson, Inc. 2019 Employee Stock Purchase Plan, effective as of October 5, 2023 \(incorporated by reference to Exhibit 99.2 to LivePerson's Registration Statement on Form S-8 filed on November 17, 2023 \(File No. 333-275611\)\)](#)

10.15	<a href="#"><u>Form of Base Capped Call Transaction Confirmation relating to the 0% Convertible Senior Notes due 2026 (incorporated by reference to Exhibit 10.1 to LivePerson's Current Report on Form 8-K/A filed on December 10, 2020 (File No. 000-30141))</u></a>
10.16	<a href="#"><u>Form of Additional Capped Call Transaction Confirmation relating to the 0% Convertible Senior Notes due 2026 (incorporated by reference to Exhibit 10.2 to LivePerson's Current Report on Form 8-K/A filed on December 10, 2020 (File No. 000-30141))</u></a>
10.17	<a href="#"><u>Agreement, dated as of July 20, 2022, by and among LivePerson, Inc. and the Starboard parties set forth on the signature pages thereto (incorporated by reference to Exhibit 10.1 to LivePerson's Current Report on Form 8-K filed on July 21, 2022 (File No. 000-30141))</u></a>
10.18*	<a href="#"><u>Amended and Restated Offer Letter between LivePerson and John D. Collins, dated as of August 9, 2022 (incorporated by reference to Exhibit 10.1 to LivePerson's Quarterly Report on Form 10-Q for the quarter ended September 30, 2022, filed on November 8, 2022 (File No. 000-30141))</u></a>
10.19*	<a href="#"><u>Form of Restricted Stock Unit Agreement under the 2019 Stock Incentive Plan (incorporated by reference to Exhibit 10.20 to LivePerson's Annual Report on Form 10-K for the year ended December 31, 2022, filed on March 16, 2023 (File No. 000-30141))</u></a>
10.20*	<a href="#"><u>Form of Option Agreement under the 2019 Stock Incentive Plan (incorporated by reference to Exhibit 10.21 to LivePerson's Annual Report on Form 10-K for the year ended December 31, 2022, filed on March 16, 2023 (File No. 000-30141))</u></a>
10.21*	<a href="#"><u>Letter Agreement, by and between LivePerson and Robert P. LoCascio, dated as of July 10, 2023 (incorporated by reference to Exhibit 10.1 to LivePerson's Current Report on Form 8-K filed on July 12, 2023 (File No. 000-30141))</u></a>
10.22*	<a href="#"><u>Letter Agreement, by and between LivePerson and Robert P. LoCascio, dated as of August 7, 2023 (incorporated by reference to Exhibit 10.1 to LivePerson's Current Report on Form 8-K filed on August 8, 2023 (File No. 000-30141))</u></a>
10.23*	<a href="#"><u>Offer Letter, by and between LivePerson and Jeffrey Ford, dated as of July 31, 2023 (incorporated by reference to Exhibit 10.5 to LivePerson's Quarterly Report on Form 10-Q for the quarter ended September 30, 2023, filed on November 9, 2023 (File No. 000-30141))</u></a>
10.24*	<a href="#"><u>Letter Agreement, by and between LivePerson and Monica Greenberg, dated as of August 9, 2023 (incorporated by reference to Exhibit 10.4 to LivePerson's Quarterly Report on Form 10-Q for the quarter ended September 30, 2023, filed on November 9, 2023 (File No. 000-30141))</u></a>
10.25*	<a href="#"><u>Letter Agreement, by and between LivePerson and John Collins, dated as of August 9, 2023 (incorporated by reference to Exhibit 10.3 to LivePerson's Quarterly Report on Form 10-Q for the quarter ended September 30, 2023, filed on November 9, 2023 (File No. 000-30141))</u></a>
10.26*†	<a href="#"><u>Employment Agreement, by and between LivePerson and John Sabino, dated as of December 27, 2023.</u></a>
10.27*†	<a href="#"><u>Offer Letter, by and between LivePerson and Alex Kroman, dated as of February 1, 2023.</u></a>
10.28*†	<a href="#"><u>Letter Agreement, by and between LivePerson and Alex Kroman, dated as of August 9, 2023.</u></a>
10.29*†	<a href="#"><u>Separation and Release of Claims Agreement, by and between LivePerson and Robert P. LoCascio, dated as of January 31, 2024.</u></a>
21.1	<a href="#"><u>Subsidiaries of the Registrant (incorporated by reference to Exhibit 21.1 to LivePerson's Annual Report on Form 10-K filed on March 4, 2024 (file No. 001-41926))</u></a>
23.1	<a href="#"><u>Consent of BDO USA, P.C., an Independent Registered Public Accounting Firm (incorporated by reference to Exhibit 23.1 to LivePerson's Annual Report on Form 10-K filed on March 4, 2024 (file No. 001-41926))</u></a>
24.1	<a href="#"><u>Power of Attorney, pursuant to which amendments to this report may be filed (included on the signature page contained in Part IV on the Original Form 10-K)</u></a>

31.1	<a href="#">Certification by principal executive officer pursuant to Exchange Act Rule 13a-14(a) and 15d-14(a), as adopted pursuant to Section 302 of the Sarbanes-Oxley Act of 2002 (incorporated by reference to Exhibit 31.1 to LivePerson's Annual Report on Form 10-K filed on March 4, 2024 (file No. 001-41926))</a>
31.2	<a href="#">Certification by principal financial officer pursuant to Exchange Act Rule 13a-14(a) and 15d-14(a), as adopted pursuant to Section 302 of the Sarbanes-Oxley Act of 2002 (incorporated by reference to Exhibit 31.2 to LivePerson's Annual Report on Form 10-K filed on March 4, 2024 (file No. 001-41926))</a>
31.3 †	<a href="#">Certification by principal executive officer pursuant to Exchange Act Rule 13a-14(a) and 15d-14(a), as adopted pursuant to Section 302 of the Sarbanes-Oxley Act of 2002</a>
31.4 †	<a href="#">Certification by principal financial officer pursuant to Exchange Act Rule 13a-14(a) and 15d-14(a), as adopted pursuant to Section 302 of the Sarbanes-Oxley Act of 2002</a>
32.1**	<a href="#">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 (incorporated by reference to Exhibit 32.1 to LivePerson's Annual Report on Form 10-K filed on March 4, 2024 (file No. 001-41926))</a>
32.2**	<a href="#">Certification by Chief Financial Officer pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002 (incorporated by reference to Exhibit 32.2 to LivePerson's Annual Report on Form 10-K filed on March 4, 2024 (file No. 001-41926))</a>
97.1	<a href="#">LivePerson, Inc. Amended &amp; Restated Omnibus Clawback Policy (incorporated by reference to Exhibit 97.1 to LivePerson's Annual Report on Form 10-K filed on March 4, 2024 (file No. 001-41926))</a>
101.INS	Inline XBRL Instance Document - The instance document does not appear in the interactive Data File because its XBRL tags are embedded within the Inline XBRL document
101.SCH	Inline XBRL Taxonomy Extension Schema Document
101.CAL	Inline XBRL Taxonomy Extension Calculation Linkbase Document
101.DEF	Inline XBRL Taxonomy Extension Definition Linkbase Document
101.LAB	Inline XBRL Taxonomy Extension Label Linkbase Document
101.PRE	Inline XBRL Taxonomy Extension Presentation Linkbase Document
104	Cover Page Interactive Data File (formatted as inline XBRL)

† Filed herewith.

\* Management contract or compensatory plan or arrangement

\*\* The certifications furnished as Exhibit 32.1 and Exhibit 32.2 accompany the Original 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.



**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 April 29, 2024.

LIVEPERSON, INC.

By: /s/ John Sabino  
Name: John Sabino  
Title: Chief Executive Officer  
(Principal Executive Officer)

**DESCRIPTION OF the Registrant's Securities Registered Pursuant to Section 12 of the Securities Exchange Act of 1934**

Our common stock, par value \$0.001 per share, is registered under Section 12 of the Securities Exchange Act of 1934, as amended, and listed on the Nasdaq Global Select Market under the symbol "LPSN".

*The following is a description of our capital stock and the material provisions of our amended and restated certificate of incorporation, as amended, amended and restated bylaws, our certificate of designations of Series A Junior Participating Preferred Stock and our tax benefits preservation plan. The following is only a summary and is qualified by applicable law and by the provisions of our amended and restated certificate of incorporation, as amended, our amended and restated bylaws, our certificate of designations of Series A Junior Participating Preferred Stock and our tax benefits preservation plan.*

**GENERAL**

Our authorized capital stock consists of 200,000,000 shares of common stock, par value \$0.001 per share, and 5,000,000 shares of preferred stock, par value \$0.001 per share.

**COMMON STOCK**

*Voting Rights.* Holders of common stock are entitled to one vote for each share held on all matters submitted to a vote of stockholders and do not have cumulative voting rights. Accordingly, holders of a majority of the shares of common stock entitled to vote in any election of directors may elect all of the directors standing for election.

*Dividend Rights.* Holders of common stock are entitled to receive ratably those dividends, if any, as may be declared by our board of directors out of funds legally available therefor, subject to any preferential dividend rights of any outstanding preferred stock.

*Right to Receive Liquidation Distributions.* Upon our liquidation, dissolution or winding up, our common stockholders are entitled to receive ratably our net assets available, if any, after the payment of all debts and other liabilities and subject to the prior rights of any outstanding preferred stock.

*Assessability.* The outstanding shares of our common stock are fully paid and nonassessable.

*Other Rights.* Holders of our common stock have no preemptive, subscription, redemption or conversion rights. The rights, preferences and privileges of holders of common stock are subject to, and may be adversely affected by, the rights of the holders of shares of any series of preferred stock which we may designate and issue in the future.

**PREFERRED STOCK**

There are no shares of preferred stock outstanding. Our board of directors is authorized, without further stockholder approval, to issue from time to time up to an aggregate of 5,000,000 shares of preferred stock in one or more series and to fix or alter the designations, preferences, rights and any qualifications, limitations or restrictions of the shares of each series thereof, including the dividend rights, dividend rates, conversion rights, voting rights, terms of redemption, including sinking fund provisions, redemption price or prices, liquidation preferences and the number of shares constituting any series or designation of series. The issuance of preferred stock could decrease the amount of earnings and assets available for distribution to holders of common stock or adversely affect the rights and powers, including voting rights, of the holders of common stock. Such issuance could also have the effect of delaying, deferring or preventing a change in control of our company.

## LIMITATIONS ON LIABILITY

Our amended and restated certificate of incorporation, as amended, limits or eliminates the liability of our directors to us or our stockholders for monetary damage to the fullest extent permitted by the Delaware General Corporation Law. As permitted by the Delaware General Corporation Law, our amended and restated certificate of incorporation, as amended, provides that our directors shall not be personally liable to us or our stockholders for monetary damages for a breach of fiduciary duty as a director, except for liability:

- for any breach of such person's duty of loyalty to us or our stockholders;
- for acts or omissions not in good faith or involving intentional misconduct or a knowing violation of law;
- for payment of dividends or approval of stock repurchases or redemptions that are prohibited by Section 174 of the Delaware General Corporation Law; and
- for any transaction resulting in receipt by such person of an improper personal benefit.

Our amended and restated certificate of incorporation, as amended, also contains provisions indemnifying our directors and officers to the fullest extent permitted by the Delaware General Corporation Law. We currently have directors' and officers' liability insurance to provide our directors and officers with insurance coverage for losses arising from claims based on breaches of duty, negligence, errors and other wrongful acts.

We have also entered into agreements to indemnify our directors and executive officers, in addition to the indemnification provided for in our amended and restated certificate of incorporation, as amended. We believe that these agreements are necessary to attract and retain qualified directors and executive officers.

## ANTI-TAKEOVER EFFECTS OF PROVISIONS OF DELAWARE LAW AND OUR CERTIFICATE OF INCORPORATION AND BYLAWS

We are subject to the provisions of Section 203 of the Delaware General Corporation Law. Subject to some exceptions, Section 203 prohibits a publicly-held Delaware corporation from engaging in a "business combination" with an "interested stockholder" for a period of three years after the date of the transaction in which the person became an interested stockholder, unless:

- prior to such date, the board of directors of the corporation approved either the business combination or the transaction that resulted in the stockholder becoming an interested stockholder;
- upon consummation of the transaction that resulted in the stockholder becoming an interested stockholder, the interested stockholder owned at least 85% of the voting stock of the corporation outstanding at the time the transaction commenced (excluding certain shares); or
- on or subsequent to such date, the business combination is approved by the board of directors of the corporation and authorized at an annual or special meeting of stockholders by the affirmative vote of a least 66.67% of the outstanding voting stock that is not owned by the interested stockholder.

A "business combination" includes mergers, asset sales and other transactions resulting in a financial benefit to the interested stockholder. Except as otherwise specified in Section 203 of the Delaware General Corporation Law, an interested stockholder is defined to include (x) any person that owns (or, within the prior three years, did own) 15% or more of the outstanding voting stock of the corporation, or is an affiliate or associate of the corporation and was the owner of 15% or more of the outstanding voting

stock of the corporation at any time within three years immediately prior to the date of determination and (y) the affiliates and associates of any such person. This statute could prohibit or delay the accomplishment of mergers or other takeover or change in control attempts with respect to us and, accordingly, may discourage attempts to acquire us.

In addition, various provisions of our amended and restated certificate of incorporation, as amended, and our amended and restated bylaws, which provisions are summarized in the following paragraphs, may be deemed to have an anti-takeover effect and may delay, defer or prevent a tender offer or takeover attempt that a stockholder might consider in its best interest, including those attempts that might result in a premium over the market price for the shares held by stockholders.

*Staggered Board.* Our amended and restated certificate of incorporation, as amended, provides for division of our board into three classes, with each class as nearly equal in number as possible. Each class must serve a three-year term. The terms of each class are staggered so that each term ends in a different year in the three-year period.

*Board of Director Vacancies.* Our amended and restated certificate of incorporation, as amended, authorizes our board of directors to fill vacant directorships or increase the size of the board of directors. This may deter a stockholder from removing incumbent directors and simultaneously gaining control of our board of directors by filling the vacancies created by this removal with its own nominees.

*Stockholder Action; Special Meeting of Stockholders.* Our amended and restated certificate of incorporation, as amended, provides that stockholders may not take action by written consent, but only at duly called annual or special meetings of stockholders. Our amended and restated bylaws further provide that special meetings of our stockholders may be called only by the chairman of the board of directors, our president or at the request of two-thirds of the board of directors.

*Advance Notice Requirements for Stockholder Proposals and Directors' Nominations.* Our amended and restated bylaws provide that stockholders seeking to bring business before an annual meeting of stockholders, or to nominate candidates for election as directors at an annual meeting of stockholders, must provide us timely notice thereof in writing. To be timely, a stockholder's notice must be delivered to or mailed and received at our principal executive offices, not less than 90 days nor more than 120 days prior to the first anniversary of the date of the preceding year's annual meeting provided with respect to the previous year's annual meeting of stockholders; provided, however, that if no annual meeting of stockholders was held in the previous year or the date of the annual meeting of stockholders has been changed to be more than 30 calendar days earlier than or 70 calendar days after this anniversary, notice by the stockholder, to be timely, must be so received not more than 120 days prior to the annual meeting of stockholders nor later than the later of:

- 90 days prior to the annual meeting of stockholders; and
- the close of business on the 10th day following the date on which notice of the date of the meeting is made public.

Our amended and restated bylaws also specify certain requirements as to the form and content of a stockholders' notice. These provisions may preclude stockholders from bringing matters before an annual meeting of stockholders or from making nominations for directors at an annual meeting of stockholders.

*Authorized But Unissued Shares.* The authorized but unissued shares of our common stock and preferred stock are available for future issuance without stockholder approval, subject to various limitations imposed by the Nasdaq Global Select Market. These additional shares may be utilized for a variety of corporate purposes, including future public offerings to raise additional capital, corporate acquisitions and employee benefit plans. The existence of authorized but unissued shares of common stock and preferred

stock could make more difficult or discourage an attempt to obtain control of us by means of a proxy contest, tender offer, merger or otherwise.

Our amended and restated certificate of incorporation, as amended, requires the affirmative vote of not less than 66.67% of the outstanding shares of our capital stock entitled to vote generally in the election of directors (considered for this purpose as a single class) cast at a meeting of our stockholders called for that purpose, to repeal, alter, amend or rescind the provisions in our amended and restated certificate of incorporation, as amended, relating to:

- directors;
- stockholder meetings;
- limitations on director liability;
- indemnification;
- amendment of our bylaws; or
- business combinations.

Our amended and restated certificate of incorporation, as amended, requires the affirmative vote as specified in the Delaware General Corporation Law to amend any other provision of our amended and restated certificate of incorporation, as amended.

To repeal, alter, amend or rescind our amended and restated certificate of incorporation, as amended, and our amended and restated bylaws require the affirmative vote of not less than 66.67% of the outstanding shares of our capital stock entitled to vote generally in the election of directors (considered for this purpose as a single class) cast at a meeting of our stockholders called for that purpose, or the affirmative vote of at least 66.67% of our board of directors. This provision may have the effect of making it difficult for a third party to acquire us.

#### **TAX BENEFITS PRESERVATION PLAN**

On January 22, 2024, we entered into a Tax Benefits Preservation Plan (the “Tax Benefits Preservation Plan”) with Equiniti Trust Company, LLC (“Equiniti”), in its capacity as Rights Agent, and our board of directors authorized a dividend of one right (a “Right”) for each outstanding share of our common stock, to be paid to all record holders of our common stock at the close of business on February 1, 2024 (the “Record Date”). Equiniti also serves as the transfer agent and registrar for our common stock. The following is a summary description of the material terms and conditions of the Rights and the Tax Benefits Preservation Plan. This summary is intended to provide a general description only, does not purport to be complete, and is qualified in its entirety by reference to the complete text of the Tax Benefits Preservation Plan, a copy of which was filed as Exhibit 4.1 to our Current Report on Form 8-K filed on January 22, 2024, and the complete text of Amendment No. 1 thereto, a copy of which was filed as Exhibit 4.1 to our Current Report on Form 8-K filed on February 16, 2024. All capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Tax Benefits Preservation Plan as so amended.

The Tax Benefits Preservation Plan aims to preserve our net operating loss carryforward assets (“NOLs”) by creating a disincentive for any Person to accumulate a Percentage Stock Ownership of 4.9% or more of the outstanding Company Securities, or further accumulate Company Securities if the Person’s Percentage Stock Ownership already exceeds 4.9%, in each case without the approval of our board of directors. As described below under “Certain Exceptions and Exemptions,” if a stockholder’s Percentage Stock Ownership is 4.9% or more prior to our first public announcement of the Tax Benefits Preservation Plan, then that stockholder will not be considered an “Acquiring Person” (as defined below), unless and until such Person increases its Percentage Stock Ownership after the date hereof (except to the extent another exception to such subsequent increase applies under the Tax Benefits Preservation Plan).

*Rights; Distribution Date; Exercise Period.* The Rights are not exercisable until a Distribution Date (as described below) occurs. Prior to a Distribution Date, (i) the Rights are evidenced solely by notations in the book entry accounts for the shares of our common stock and are transferable only in connection with a transfer of the underlying shares of our common stock, (ii) in connection with the issuance of any shares of our common stock after the Record Date and prior to the earlier of the Distribution Date and the Expiration Date, one Right is issued for each share of our common stock issued, subject to adjustment pursuant to the Tax Benefits Preservation Plan, (iii) each share of our common stock issued after the Record Date contains a notation in the respective book entry accounts for such shares of our common stock referencing the Rights associated with such shares and incorporating the Tax Benefits Preservation Plan by reference and (iv) any transfer of the underlying shares of our common stock also constitutes the transfer of the Rights associated with such shares of our common stock. Until a Right is exercised, the holder thereof, in its capacity as such, will have no rights as a LivePerson stockholder, including, without limitation, the right to vote or to receive dividends in respect of Rights.

Following the occurrence of a Distribution Date, each Right initially will entitle the registered holder thereof to purchase from us a unit consisting of one one-thousandth of a share (a "Unit") of Series A Junior Participating Preferred Stock, par value \$0.001 per share (the "Series A Preferred Stock"), at a purchase price of \$18 per Unit, subject to adjustment as described below (the "Purchase Price"), except that, after a Flip-In Event or a Flip-Over Event, each as defined below, the Rights become exercisable for our common stock or common stock of the surviving or acquiring entity, as described below.

Subject to certain exceptions specified in the Tax Benefits Preservation Plan, unless the Rights have been redeemed by our board of directors, as described below, the Rights will separate from the our common stock and become exercisable and separately transferable at the close of business on the date (the "Distribution Date") that is the tenth (10th) Business Day after the earlier of (i) the date on which on which a press release is issued or other public announcement is made indicating that a Person has become an Acquiring Person, or otherwise disclosing the existence of an Acquiring Person (the "Stock Acquisition Date") and (ii) the date on which a tender offer or exchange offer is commenced that, upon consummation, would result in a Person becoming an Acquiring Person (or, in each case, such other date as determined by our board of directors, in its sole discretion).

*Flip-in Trigger.* In the event that any Person becomes an Acquiring Person (a "Flip-In Event"), unless such event is a "Flip-Over Event" (as described below), if we have not redeemed the Rights on or prior to the tenth (10th) Business Day following the Stock Acquisition Date, then each holder of Rights (other than the Acquiring Person and its affiliates and associates and certain transferees thereof) will, upon exercise of such Rights and payment of the then-current Purchase Price, be entitled to purchase shares of our common stock having a then-current market value equal to two times the Purchase Price. All Rights that are Beneficially Owned by the Acquiring Person (and its affiliates and associates and certain transferees thereof) become null and void on the Distribution Date and may not be exercised.

*Flip-over Trigger.* In the event that, at any time following the Stock Acquisition Date, (i) we merge or consolidates with another entity and we are not the survivor, or our common stock is converted into or exchanged for other securities, cash or other property, or (ii) fifty percent (50%) or more of our assets, cash flow or earning power is sold or otherwise disposed of, each holder of Rights (other than the Acquiring Person (and its affiliates and associates and certain transferees thereof)) shall thereafter have the right to receive, upon exercise of such Rights and payment of the then-current Purchase Price, shares of common stock of the surviving or acquiring entity having a then-current market value equal to two times the then-current Purchase Price (each of the foregoing clauses (i) and (ii) above, a "Flip-Over Event").

*Exchange Feature.* At any time after the Distribution Date, and prior to such time as the Acquiring Person's Percentage Stock Ownership is fifty percent (50%) or more, our board of directors may, at its option, and in its sole discretion, exchange all or any portion of the outstanding and exercisable Rights (other than Rights owned by the Acquiring Person (and its affiliates and associates and certain transferees thereof), which shall have become null and void), for shares of our common stock at an exchange ratio of one (1) share of our common stock for each Right (which ratio is subject to adjustment to reflect stock splits, stock dividends and similar transactions).

*Certain Exceptions and Exemptions.* An "Acquiring Person" is any Person, together with all Affiliates and Associates of such Person, whose collective Percentage Stock Ownership is 4.9% or more subject to several exceptions described more fully in the Tax Benefits Preservation Plan, including for (i) us or any of our subsidiaries; (ii) any employee benefit plan of our company or any of our subsidiaries, or any entity or trustee holding our common stock pursuant to the terms of, or for purposes of funding, any such plan; (iii) any Person, together with all of its affiliates and associates, whose collective Percentage Stock Ownership becomes 4.9% or more as a result of a reduction in the number of Company Securities outstanding due to any acquisition of Company Securities by any Exempt Person or a stock dividend, stock split, reverse stock split or similar transaction, unless and until such Person subsequently increases its Percentage Stock Ownership; (iv) any Person, together with all of its affiliates and associates, whose Percentage Stock Ownership is 4.9% or more as of the time of the our first public announcement of the adoption of the Tax Benefits Preservation Plan, unless and until such Person subsequently increases its Percentage Stock Ownership without our prior written consent (upon approval by our board of directors, in its sole discretion) or decreases its Percentage Stock Ownership below 4.9%; (v) any Person, together with all of its affiliates and associates, whose Percentage Stock Ownership became 4.9% or more inadvertently, if such Person, within ten (10) Business Days of being requested by us to do so, certifies to us that it became an Acquiring Person inadvertently and who, together with all of its affiliates and associates, thereafter disposes of a number of Company Securities so that it ceases to be an Acquiring Person; (vi) any Person who would become an Acquiring Person solely as a result of (a) unilateral grants or issuances of Company Securities by us (including restricted stock), (b) pre-arranged purchases by our directors, officers or employees or those of our subsidiaries pursuant to an employee stock purchase plan sponsored by us or (c) exercises of outstanding options, warrants, rights or similar interests granted by us to our current or former directors, officers or employees or those of our subsidiaries; and (vii) any Person who our board of directors has affirmatively determined, in its sole discretion, shall not be deemed an Acquiring Person, for so long as such Person complies with any limitations or conditions imposed by our board of directors.

*Redemption of Rights.* Our board of directors may, at its option and in its sole discretion, at any time prior to the close of business on the earlier of (i) the tenth (10th) Business Day following the Stock Acquisition Date and (ii) the Final Expiration Date, redeem all of the Rights in whole, but not in part, at a price of \$0.001 per Right, subject to adjustment as described above with respect to the Purchase Price (the "Redemption Price"). We may, at our option, pay such Redemption Price in cash, our common stock or other consideration deemed appropriate by our board of directors. The redemption of the Rights may be made effective at such time, on such basis, and with such conditions as our board of directors may establish, in its sole discretion.

*Expiration of Rights.* The Rights will expire upon the earliest to occur of: (i) the close of business on January 21, 2027 (the "Final Expiration Date"), (ii) the close of business on January 21, 2025, if approval of the Tax Benefits Preservation Plan by our stockholders has not been received on or prior to such date, (iii) the time at which the Rights are redeemed or exchanged as provided in the Tax Benefits Preservation Plan, (iv) the close of business on the date set by our board of directors following a determination by our board of directors that the Tax Benefits Preservation Plan is no longer necessary or desirable for the preservation of Tax Benefits and (v) the close of business on the first day of a taxable year of our company to which our board of directors determines that no Tax Benefits may be carried forward.

## EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT, dated as of December 27, 2023 (this "Agreement"), is entered into by and between LivePerson, Inc., a Delaware corporation (the "Company"), and Anthony John Sabino (the "Executive") (each of the Executive and the Company, a "Party," and collectively, the "Parties").

WHEREAS, the Company desires to employ the Executive as its Chief Executive Officer on the terms and conditions set forth herein; and

WHEREAS, the Executive desires to be employed by the Company as its Chief Executive Officer on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other valid consideration, the sufficiency of which is acknowledged, the Parties agree as follows:

### Section 1. Employment.

1.1. Term. The Company agrees to employ the Executive, and the Executive agrees to be employed by the Company, in each case pursuant to this Agreement, for a period commencing on a mutually agreeable date on or before January 12, 2024 (such chosen employment commencement date, the "Effective Date"), and ending on the date on which either Party terminates this Agreement in accordance with Section 3 hereof (the "Employment Period").

1.2. Duties; Place of Performance. During the Employment Period, the Executive agrees to serve as the Company's Chief Executive Officer. The Executive will report directly to the board of directors of the Company (the "Board"). In the Executive's position as Chief Executive Officer, the Executive agrees to perform such duties, functions, and responsibilities during the Employment Period as are commensurate with such position, as reasonably and lawfully directed by the Board. As soon as reasonably practicable following the Effective Date, the Executive will be appointed to serve on the Board, and, following the expiration of the applicable term for the director class to which Executive is appointed, which class will be determined in the sole discretion of the Board, the Board will support the Executive's nomination to continue to serve on the Board during the Employment Period, provided, that, the Executive's continued service on the Board will be subject to shareholder approval in the ordinary course in accordance with the Company's bylaws and applicable Law. Furthermore, during the Employment Period, the Executive will be permitted to work remotely, but will be required to work at the Company's headquarters in New York, or at other Company locations, and travel for business purposes, in each case, as reasonably requested by the Board, or as otherwise deemed necessary or desirable as part of the fulfillment of the Executive's duties as Chief Executive Officer.

1.3. Exclusivity. During the Employment Period, the Executive agrees to devote all of the Executive's business time and attention and the Executive's best efforts to the business and affairs of the Company, to faithfully serve the Company, and to conform to and comply with the lawful and reasonable directions and instructions given to the Executive by the Reporting Person, consistent with Section 1.2 hereof. During the Employment Period, the

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Executive agrees to promote and serve the interests of the Company and not to engage in any other business activity (including self-employment), whether or not such activity is engaged in for pecuniary profit, except that the Executive may (a) serve any civic, charitable, non-profit educational, or non-profit professional organization, and (b) manage the Executive's personal investments, in each case so long as such activities do not (x) violate the terms of this Agreement (including Section 4 and any other restrictive covenant obligations of the Executive as may be set forth in any other plan, program, policy, or agreement to which the Executive is subject from time to time), (y) interfere or conflict with the Executive's duties and responsibilities to the Company, or (z) have an adverse impact on the Company's business reputation, in each case as determined by the Board.

## Section 2. Compensation.

2.1. Base Salary. As compensation for the performance of the Executive's services hereunder, during the Employment Period, the Company will pay to the Executive a base salary at an annual rate of \$550,000 in accordance with the Company's standard payroll policies as in effect from time to time (the "Base Salary"). The Base Salary will be reviewed annually by the Board and subject to increase, as determined in the Board's reasonable discretion.

2.2. Annual Bonus. For each fiscal year of the Company ending during the Employment Period, the Executive will be eligible to participate in the Company's annual bonus plan as it exists from time to time providing for the potential of earning an annual bonus (the "Annual Bonus"). The Executive's target Annual Bonus opportunity for each fiscal year that ends during the Employment Period will be 100% of the Base Salary in effect from time to time (the "Target Annual Bonus Opportunity"), with the potential Annual Bonus payout ranging from a minimum of zero up to maximum of 200% of the Base Salary. The amount of the Annual Bonus actually earned and payable, if any, will be determined in the sole discretion of the Company based on its then-current annual bonus plan or program, and policies applicable to other executive officers of the Company, including the annual goals set by the Board, the compensation committee of the Board (the "Compensation Committee") or the Company, the profitability of the Company as compared to the Company's fiscal plan and targets, Executive's individual bonus target and goals, and Executive's personal contribution to the Company's performance as determined by the Board, in its sole discretion. The Annual Bonus is anticipated to be paid to the Executive in the first quarter of the subsequent fiscal year in respect of which it is earned. The Annual Bonus, if earned, shall be payable in the form of cash, equity or a combination thereof, as determined by the Company in accordance with the Company's then-current annual bonus plan or program as applicable to other executive officers of the Company. Except as otherwise provided in this Agreement, eligibility for and payment of the Annual Bonus, if any, is conditioned on the Executive being actively employed by the Company as of the payment date of annual bonuses under the Company's annual bonus plan. In any year, the Company may determine not to pay annual bonuses, including the Annual Bonus, based on the criteria above. The Company reserves the right to amend or terminate its annual bonus plan at any time in the future.

2.3. Sign-On Equity Grants. In connection with, and as an inducement for, the Executive's commencement of employment with the Company, the Company will grant to the Executive, under the terms of the Company's 2018 Inducement Plan, as amended from time

to time (the “Inducement Plan”) the following equity awards: (i) two awards of restricted stock units (“RSUs”), one of which will have a value on the date of grant equal to \$1,200,000 (the “Two Year RSUs”), and the other of which will have a value on the date of grant of \$4,000,000 (the “Four Year RSUs” and together with the Two Year RSUs, the “Sign-On RSUs”), and (ii) a stock option (“Option”) to acquire 1,000,000 shares of the Company’s common stock (“Common Stock”) (such Option, the “Sign-On Option”), and each equity award will be subject to the terms and conditions set forth below. The Sign-On RSUs and the Sign-On Option will be granted as soon as reasonably practicable following the Effective Date, but in no event later than ninety (90) days following the Effective Date, and the grant date of each award will be determined in accordance with the Company’s typical practices for the approval of equity grants, with such grant date being established to ensure that (i) the underlying shares of Common Stock to be granted pursuant to the Company’s Inducement Plan are covered by an active registration statement on Form S-8 filed with the Securities and Exchange Commission, and (ii) in respect of the Sign-On RSUs, the future vesting events will occur during expected open trading windows.

(a) Sign-On RSU Grants. The number of RSUs subject to the Two Year RSUs and the Four Year RSUs will be determined by dividing the value of the applicable grant of the Sign-On RSUs by the 30-day volume weighted average price for a share of Common Stock quoted on NASDAQ for the 30 trading days immediately preceding and ending on the date of grant, with the resulting number of RSUs rounded up to the nearest whole share. Except as otherwise provided in this Agreement, subject to the Executive’s continued employment, (i) (x) 50% of the Two Year RSUs will vest and become payable on the first anniversary of the date of grant, and (y) 50% of the Two Year RSUs will vest and become payable on the second anniversary of the date of grant, and (ii) (x) 25% of the Four Year RSUs will vest and become payable on the first anniversary of the date of grant, and (y) 6.25% of the balance of the Four Year RSUs will vest and become payable on each subsequent quarter anniversary, so that the Four Year RSUs will be fully vested on the fourth anniversary of the date of grant. Notwithstanding the forgoing, in the event that the consummation of a Change in Control (as defined below) occurs prior to the three month anniversary of the Effective Date (as set forth in Section 1.1), 50% of the Two Year RSUs and 50% of the Four Year RSUs will terminate, will not be eligible to vest, and will be void and of no further force or effect as of immediately prior to the Change in Control. Payout of the Two Year and Four Year RSUs, respectively, will be made in Common Stock within five business days of the applicable vesting date, provided, that, if no days within that period are within an open trading window, payout will be made in Common Stock within five business days following the opening of the next trading window following the applicable vesting date or on such earlier date (following the vesting date) as determined by the Company in accordance with the Company’s equity plan administration practices and applicable Law. The terms and conditions of the Two Year RSUs and the Four Year RSUS, respectively, will be set forth in an individual award agreement to be provided to the Executive at the time of grant, with such terms and conditions subject to the Inducement Plan and not inconsistent with the terms hereof. Notwithstanding anything to the contrary contained in the Inducement Plan, in the event of a conflict between the award agreement and the Inducement Plan, the award agreement will control.

(b) Sign-On Option. The exercise price per share of Common Stock of the Sign-On Option will be equal to the closing price of a share of Common Stock quoted on NASDAQ on the date that the Sign-On Option is granted. The Sign-On Option will vest and become exercisable upon both the (i) achievement of the applicable performance-based conditions

and (ii) satisfaction of the applicable time-based vesting conditions, as described below, in each case subject to Section 3.2(b) of this Agreement.

(1) Performance-Based Conditions. Subject to the Executive's continued employment, (i) 50% of the Sign-On Option performance-based vesting conditions will be achieved on the date the Common Stock's closing per share price has averaged at least \$8.00 on a rolling 30-day trading basis, if such date occurs prior to the third anniversary of Effective Date, and (ii) 50% of the Sign-On Option performance-based vesting conditions will be achieved on the date the Common Stock's closing per share price has averaged at least \$13.00 on a rolling 30-day trading basis, if such date occurs prior to the fourth anniversary of the Effective Date (together, the "Performance-Based Conditions").

(2) Time-Based Conditions. To the extent the Performance-Based Conditions described above in Section 2.3(b)(1) have been met, and subject to the Executive's continued employment, (i) 50% of the Sign-On Option will vest and become exercisable on the second anniversary of the date of grant, and (ii) 50% of the Sign-On Option will vest and become exercisable in 24 substantially equal monthly installments following the second anniversary of the date of grant, such that 100% of the time-based vesting conditions will be satisfied on the fourth anniversary of the date of grant (together, the "Time-Based Conditions").

The terms and conditions of the Sign-On Option will be set forth in an individual option award agreement to be provided to the Executive at the time of grant, with such terms and conditions subject to the Inducement Plan and not inconsistent with the terms hereof. Notwithstanding anything to the contrary contained in the Inducement Plan, in the event of a conflict between the option award agreement and the Inducement Plan, the option award agreement will control.

2.4. Annual Equity Grants. Beginning with the 2025 fiscal year, the Executive will be eligible to be granted equity awards under the Company's general equity program for the executive officers of the Company, with the form and value of equity awards to be determined by the Board and the Compensation Committee in their sole discretion. Nothing herein requires the Board or the Compensation Committee to grant the Executive equity awards in any fiscal year of the Employment Period.

2.5. Employee Benefits. During the Employment Period, the Executive will be eligible to enroll in such health and other group insurance, disability insurance, and other employee benefit plans and programs of the Company as in effect from time to time on the same basis as other senior executives and officers of the Company and subject to the terms and conditions of each plan and program. The Executive will be eligible to participate in the Company's 401(k) savings plan, subject to the terms and conditions of the plan. Nothing contained herein should be construed to limit the Company's ability to amend, suspend, or terminate any employee benefit plan or policy at any time without providing notice to the Executive, and the Company's right to do so is expressly reserved.

2.6. Vacation. During the Employment Period, the Executive will be entitled to all paid company holidays as well as paid vacation time in accordance with the Company's vacation policy as it exists from time to time; provided, however, that in no event shall

the Executive be entitled to less than four (4) weeks' paid vacation time per calendar year, except for the first and last calendar years of employment during which the number of vacation days available to the Executive will be pro-rated based on the number of days worked in the applicable calendar year.

2.7. Business Expense Reimbursements. The Company agrees to pay or reimburse the Executive, upon presentation of documentation, for all commercially reasonable out-of-pocket business expenses that the Executive incurs during the Employment Period in performing the Executive's duties under this Agreement, in each case in accordance with the expense reimbursement policy of the Company as in effect from time to time. Notwithstanding anything herein to the contrary or otherwise, except to the extent that any expense or reimbursement described in this Agreement does not constitute a "deferral of compensation" within the meaning of Section 409A of the Internal Revenue Code of 1986, as amended (the "Code"), and the regulations and guidance thereunder ("Section 409A"), any expense or reimbursement described in this Agreement will be paid in accordance with 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 will 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 will be made pursuant to objectively determinable and nondiscretionary Company policies and procedures regarding such reimbursement of expenses.

### Section 3. Employment Termination.

3.1. Termination of Employment. Subject to the notice and cure periods described in Sections 3.2(g)(1) and (5), the Company may terminate this Agreement and the Executive's employment hereunder upon 30 days' written notice to the Executive for any reason during the Employment Period, and the Executive may voluntarily terminate this Agreement and the Executive's employment hereunder for any reason during the Employment Period at any time upon not less than 30 days' notice to the Company, which notice period, in the case of the Executive's voluntary resignation, the Company may waive in whole or in part in its sole discretion (the date on which the Executive's employment terminates for any reason is referred to herein as the "Termination Date"). Upon the termination of this Agreement and the Executive's employment with the Company for any reason, the Executive will be entitled to payment of: (a) any Base Salary earned but unpaid through the Termination Date, (b) accrued but unused vacation days, to the extent provided under the Company's vacation policy as in effect at the time of termination, and (c) any unreimbursed expenses in accordance with Section 2.7 hereof, in each case payable in accordance with the applicable Company plan or policy or as otherwise required by applicable Law (collectively, the "Accrued Amounts").

#### 3.2. Certain Terminations.

(a) Involuntary Termination outside of the Change in Control Window. If the Executive's employment is terminated: (x) (i) by the Company other than for Cause (as defined below), or (ii) by the Executive for Good Reason (as defined below), in either

case outside of the Change in Control Window, and (y) where the termination is not the result of the Executive's death or Disability, the Executive will be entitled to the following payments and benefits in addition to the Accrued Amounts:

(1) Cash severance equal to 18 months of the Executive's Base Salary at the rate in effect immediately prior to the Termination Date (determined without regard to any decrease in Base Salary which may constitute Good Reason) (the "Severance Amount"), payable in equal installments on the Company's regular payroll dates occurring during the 18-month period following the Termination Date (the "Severance Benefit Period");

(2) A prorated portion of the Target Annual Bonus Opportunity for the fiscal year of the Executive's termination (determined without regard to any reduction thereto which may constitute Good Reason), multiplied by a fraction, the numerator of which is the number of days the Executive was employed by the Company during the fiscal year prior to and including the Termination Date, and the denominator of which is the full number of days in the applicable fiscal year (the "Prorated Bonus"), payable in a lump sum;

(3) Any earned but unpaid Annual Bonus for the prior completed fiscal year of the Company (the "Prior Year Bonus"), payable at the time such bonuses are paid to other Company executive officers; and

(4) Subject to the Executive's timely election of continuation coverage under the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended ("COBRA"), and the Executive's payment of premiums associated with such coverage, reimbursement for the same portion of the premium costs of continued health benefits for the Executive and the Executive's covered dependents that the Company pays in respect of an active employee electing equivalent coverage, on a monthly basis from the Termination Date through the end of the Severance Benefit Period, or through such earlier date on which (i) COBRA coverage for the Executive and the Executive's covered dependents terminates in accordance with COBRA, or (ii) the Executive becomes eligible to participate in health benefits of a new employer (such continued coverage and reimbursement, "Medical Benefit Continuation"). Any such reimbursement under this Section 3.2(a)(4) shall be paid to the Executive within 60 days of the Company's receipt of documentation from the Executive reflecting premiums paid.

(b) Involuntary Termination during the Change in Control Window. If the Executive's employment is terminated: (x) (i) by the Company other than for Cause, or (ii) by the Executive for Good Reason, in either case during the Change in Control Window, and (y) where the termination is not the result of the Executive's death or Disability, the Executive will be entitled to the following payments and benefits in addition to the Accrued Amounts:

(1) The Severance Amount;

(2) An amount in cash equal to the Target Annual Bonus Opportunity for the fiscal year of the Executive's termination (determined without regard to any reduction thereto which may constitute Good Reason) (the "Change in Control Window Bonus"), payable in a lump sum;

(3) The Prior Year Bonus;

(4) Medical Benefit Continuation;

(5) 100% acceleration of vesting of any outstanding time-based equity awards (including the remaining outstanding portion of the Sign-On RSUs); provided, however, that with respect to the Sign-On RSUs, notwithstanding the foregoing, if the consummation of a Change in Control occurs prior to the three month anniversary of the Effective Date, no more than 50% of the original number of Two Year RSUs and no more than 50% of the original number of Four Year RSUs will vest;

(6) The acceleration of vesting of any performance-based (or combined performance and time-based) equity awards, determined in accordance with the terms of the applicable award's grant agreement; and

(7) In respect of the Sign-On Option, (i) any remaining Time-Based Conditions will be accelerated immediately following the Termination for any portion of the Sign-On Option for which the Performance-Based Conditions have been achieved prior to the Change in Control, (ii) if the \$8.00 share hurdle has been achieved based on the per share price paid for a share of Common Stock in the Change in Control transaction, the Performance-Based Condition in respect of 50% of the Sign-On Option will be deemed vested and exercisable and any remaining Time-Based Conditions will accelerate for that portion of the Sign-On Option immediately following the Termination, and (iii) if the \$13.00 share hurdle has been achieved based on a per share price paid for a share of Common Stock in the Change in Control transaction, the Performance-Based Conditions in respect of 100% of the Sign-On Option will be deemed vested and exercisable and any remaining Time-Based Conditions will accelerate immediately following the Termination, such that 100% of the Sign-On Option will be deemed vested and exercisable. If the Performance-Based Conditions are not achieved in connection with a Change in Control transaction, the unvested portion of the Sign-On Option will be forfeited and cancelled at the time of the Change in Control for no consideration.

For the avoidance of doubt, subject to Section 3.2(c) below, the Executive shall have no obligation to mitigate the payments and benefits set forth in the foregoing Sections 3.2(a) and (b) and such payments and benefits shall in no way be offset or reduced by, and the Company's obligation to pay or provide such payments and benefits to the Executive in accordance with this Agreement shall not be affected by, any employment relationship that the Executive may enter into with a subsequent employer.

(c) Release. The Executive's entitlements pursuant to Sections 3.2(a), 3.2(b) and, in the case of Disability, 3.2(e), will be conditioned upon (i) the Executive's continued compliance with the Executive's obligations under Section 4 of this Agreement (and with any other restrictive covenant obligations of the Executive as may be set forth in any other plan, program, policy, or agreement to which the Executive is subject from time to time, including the Proprietary Information, Developments, and Non-Compete Agreement the form of which is attached hereto as Exhibit A), and (ii) the Executive's execution and delivery to the Company of a general release substantially in the form attached hereto as Exhibit B (the "Release"), subject to updated deemed necessary or desirable by the Company to reflect then-current applicable Law,

and the Release's becoming irrevocable within 60 days following the Termination Date (the date on which the Release becomes irrevocable, the "Release Effective Date").

(d) Payments. Payments of the Severance Amount, Prorated Bonus, Change in Control Window Bonus, and Medical Benefit Continuation, as applicable, will be paid or commence on the first payroll date of the Company following the Release Effective Date, except that if the 60-day period referred to in the preceding Section 3.2(c) spans two calendar years, payments will in all cases be paid or commence to be paid on the first payroll date in the second calendar year, and the first payment will include any installments that would have been paid prior thereto but for this sentence. The Prior Year Bonus, if payable, will be paid at the time when the Annual Bonus would have been paid to the Executive had the Executive's termination not occurred, but in all events during the fiscal year of the Company following the fiscal year to which the Prior Year Bonus relates. Settlement of equity awards that vest due to the application Sections 3.2(b)(5), (6) and (7), as applicable, will occur within 15 days of the later of the Termination Date and the consummation of the Change in Control. If the Executive's continued participation in the Company's medical insurance plan is not permitted pursuant to the terms of such plan or a determination by the Company's insurance providers, or if such continued participation in any plan would either violate the nondiscrimination rules applicable to health plans or self-insured plans under Section 105(h) of the Code or result in the imposition of a tax on the Company pursuant to Code Section 4980D, the Company will reform Section 3.2(a)(4) or 3.2(b)(4) hereof, as applicable, in such a manner as mutually agreed by the Company and the Executive as to provide a substantially equivalent economic benefit that complies with applicable Law and does not subject the Company to excise tax.

(e) Termination by Death or Disability. If the Executive's employment is terminated by reason of the Executive's death or Disability, the Company agrees to make a lump-sum payment, within 60 days following the Termination Date, to the Executive, in the event the termination is by reason of the Executive's Disability, or to the Executive's heirs, in the event the termination is by reason of the Executive's death, in an amount equal to the sum of (i) the Accrued Amounts and (ii) the Prior Year Bonus. In addition, (x) in the case of a termination by reason of the Executive's Disability, the Executive will be entitled to the Medical Benefit Continuation, and (y) in the case of the Executive's death, the Medical Benefit Continuation will be provided to the Executive's covered dependents, provided, that, the covered dependents were covered under the Company's health plan as of the Executive's termination date. Furthermore, notwithstanding anything to the contrary in this Agreement, to the extent any Options held by the Executive are vested as of the Termination Date under this Section 3.2(e), such Options shall remain exercisable for the earlier to occur of (1) 12 months or (2) the original expiration date of the Option.

(f) Section 280G Treatment. To the extent that any of the payments to which the Executive is entitled to pursuant to Section 3.2 or otherwise under an equity award agreement or other agreement between the Company and the Executive (collectively, the "Payments") constitute a "parachute payment" within the meaning of Section 280G of the Code, and but for this Section 3.2(f) would be subject to the excise tax imposed by Section 4999 of the Code, the Payments will be payable either (i) in full, or (ii) as to such lesser amount which would result in no portion of such Payments being subject to excise tax under Section 4999 of the Code; whichever of the foregoing amounts, taking into account the applicable federal, state and local

income taxes and the excise tax imposed by Section 4999, results in the Executive's receipt on an after-tax basis, of the greatest amount of economic benefits under this and other agreements pertaining to the Payments, notwithstanding that all or some portion of such benefits may be taxable under Section 4999 of the Code. Unless the Executive and the Company otherwise agree in writing, any determination required under this Section 3.2(f) will be made in writing by the Company's independent public accountants (the "Accountants"), whose reasonable determination will be conclusive and binding upon the Executive and the Company for all purposes. For purposes of making the calculations required by this Section 3.2(f), the Accountants may make reasonable assumptions and approximations concerning applicable taxes and may rely on reasonable, good faith interpretations concerning the application of the Sections 280G and 4999 of the Code. The Executive and the Company will furnish to the Accountants such information and documents as the Accountants may reasonably request in order to make a determination under this Section 3.2(f). If a reduction in Payments is necessary so that no portion of the Payments is subject to the excise tax under Section 4999 of the Code, reduction will occur in the manner that results in the greatest economic benefit to Executive. If more than one method of reduction will result in the same economic benefit, the items so reduced will be reduced pro rata.

(g) Definitions. For purposes of this Agreement, the following terms have the following meanings:

(1) "Cause" means the occurrence of any of the following: (A) the Executive materially failed to perform the Executive's specified or fundamental duties to the Company or any of its subsidiaries as reasonably determined by the Board, (B) the Executive was convicted of, or pled nolo contendere to, a felony (regardless of the nature of the felony) or any other crime involving dishonesty, fraud, or moral turpitude, (C) the Executive engaged in or acted with gross negligence or willful misconduct (including but not limited to acts of fraud, criminal activity, or professional misconduct) in connection with the performance of the Executive's duties and responsibilities to the Company or any of its subsidiaries, (D) the Executive materially failed to comply with the written rules and policies of the Company or any of its subsidiaries governing employee conduct, financial reporting and internal control over financial reporting (ICFR), or with the lawful directives of the Board, or (E) the Executive breached any non-disclosure, non-solicitation, or other restrictive covenant obligation to the Company or its subsidiaries. If the Company in its reasonable discretion determines that an event or incident described in clauses (A) or (D) of this definition of "Cause" is curable, then in order to terminate the Executive's employment for "Cause", the Company will (i) provide the Executive written notice of the event or incident that it considers to be "Cause" within 30 calendar days following its occurrence, (ii) provide the Executive with a period of at least 30 calendar days to cure the event or incident, and (iii) if the "Cause" persists following the cure period, terminate the Executive's employment by written termination letter any time within 60 calendar days follow the date that notice to cure was delivered to the Executive.

(2) "Change in Control" means (i) any person's, entity's or affiliated group's becoming the beneficial owner or owners of more than 50% of the outstanding equity securities of the Company, or otherwise becoming entitled to vote shares representing more than 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 transaction, including by sale, consolidation, merger, reorganization, recapitalization (leveraged or otherwise) or



comparable business combination transaction (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 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 to a third party that is not an Affiliate or a group of third parties that are not Affiliates of the Company. Notwithstanding the foregoing, no event or events shall constitute a Change in Control for purposes hereof unless such event or events constitute a change in the ownership or effective control of, or a change in the ownership of a substantial portion of the assets of, the Company under Treas. Reg. Section 1.409A-3(i)(5).

(3) "Change in Control Window" means the three months prior to the date of, and the twelve months following, a Change in Control.

(4) "Disability" means the Executive is entitled to and has begun to receive long-term disability benefits under the long-term disability plan of the Company in which the Executive participates, or, if there is no such plan, the Executive's inability, due to physical or mental disability or infirmity, to perform the essential functions of the Executive's job, with or without a reasonable accommodation, for 90 consecutive days, or 120 days out of any 12-month period. Any question as to the existence, extent, or potentiality of the Executive's Disability upon which the Executive and the Company cannot agree must be determined by a qualified, independent physician selected by the Company and approved by the Executive (which approval the Executive may not unreasonably withhold). The determination of any such physician will be final and conclusive for all purposes of this Agreement.

(5) "Good Reason" means one of the following has occurred without the Executive's written consent: (A) a material reduction of the Base Salary or Target Annual Bonus Opportunity, or the Company's failure to timely grant the Sign On RSUs or Sign On Option as set forth in Section 2.3 of this Agreement, (B) a material reduction in the Executive's job duties, authority, or responsibilities, including without limitation a material change to the Executive's reporting structure such that the Executive no longer reports exclusively to the Board, unless such reduction arises out of or relates to the Executive's violation of the Company's policies, including if such violation causes damages to the Company, (C) a relocation of the Executive's principal work location (which for purposes of this definition will be the Company's headquarters in New York) to a location which is more than 50 miles from Executive's principal work location on the date hereof (or from such other location to which the Executive has consented to after the date hereof), unless such new location is closer to the Executive's primary residence than the prior location, or (D) the Company's material breach of its obligations under this Agreement or any other written agreement by and between Executive and the Company. To resign for Good Reason, the Executive must give the Company written notice of the termination, setting forth the conduct of the Company that constitutes Good Reason, within 30 calendar days of the first date on which the Executive has knowledge of such conduct. The Executive must further provide the Company at least 30 calendar days following the date on which such notice is provided to cure such conduct. Failing such cure, the Executive must resign by written resignation effective as of the date of the expiration of the cure period.

(h) Section 409A. To the maximum extent permitted by Law, this Agreement should be interpreted in such a manner that the payments to Executive under this Agreement are either exempt from, or comply with, Section 409A and the regulations promulgated thereunder. If the Executive is a “specified employee” for purposes of Section 409A, to the extent that any of the payments or benefits required to be paid or provided pursuant to Section 3.2 hereof constitutes “non-qualified deferred compensation” for purposes of Section 409A that is payable upon a separation from service (and not upon any other permissible payment event under Section 409A, such as the lapsing of a substantial risk of forfeiture), the Company will delay payment thereof until the day after the first to occur of (i) the date that is six months from the Termination Date and (ii) the date of the Executive’s death, with any delayed amounts being paid, without interest, in a lump sum on such date and any remaining payments being made in the normal course. To the extent any other payment or benefit cannot be provided or made at the time specified in this Agreement without incurring sanctions under Section 409A, then such benefit or payment shall be provided in full at the earliest time thereafter when such sanctions will not be imposed. For purposes of this Agreement, the terms “terminate,” “terminated,” and “termination” mean a termination of the Executive’s employment that constitutes a “separation from service” within the meaning of the default rules under Section 409A. For purposes of Section 409A, the right to a series of installment payments under this Agreement will be treated as a right to a series of separate payments.

3.3. Exclusive Remedy. The foregoing payments upon termination of the Executive’s employment constitute the exclusive severance payments and benefits owing to the Executive upon a termination of the Executive’s employment.

3.4. Resignation from All Positions. Upon the termination of the Executive’s employment with the Company for any reason, the Executive will be deemed to have resigned, as of the Termination Date, from the Board and all other positions that the Executive then holds as an officer, director, employee, and member of the boards of directors (and any committee thereof, or similar governing body) of the Company and its Affiliates. The Executive agrees to execute such writings to effectuate the foregoing, as and when requested by the Company.

3.5. Cooperation. Following the termination of the Executive’s employment with the Company for any reason, upon reasonable request from the Company, the Executive agrees to respond and provide truthful and complete information with respect to matters of which the Executive has knowledge as a result of the Executive’s services to the Company and its Affiliates, and agrees to provide reasonable assistance to the Company and its Affiliates in defense of any claims that may be made against the Company or any Affiliate, and will assist the Company and its Affiliates in the prosecution of any claims that may be made by the Company or any of its Affiliates, to the extent that such claims may relate to the period of the Executive’s employment with the Company or any of its Affiliates.

Section 4. Proprietary Information, Developments and Non-Compete Agreement; Non-Disparagement. The Parties mutually agree that the terms and conditions of the Proprietary Information, Developments, and Non-Compete Agreement to be executed by the Executive and the Company on or about the Effective Date, and the Executive’s obligations thereunder, are incorporated herein by reference. From and after the Effective Date, including 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 to the Company, any of its subsidiaries or Affiliates, or any of their employees, officers, directors, or stockholders, other than statements to a Governmental Agency made specifically in connection with the Executive's right to participate in or fully cooperate with any investigation or proceeding that may be conducted by a Governmental Agency. In addition, the Company agrees that the Company, acting through or at the direction of its officers, will not issue or direct the issuance to the public of any false, misleading, libelous or slanderous statements that result in harm to the Executive's personal or professional character or integrity. The Executive agrees that the Company cannot control all statements made by all of its employees. For clarity, the foregoing shall not limit any internal communications between the Company and its attorneys, management, accountants, human resources department or other necessary internal communications at the Company or any truthful testimony given under oath in connection with any legal or administrative proceeding or pleading, and does not limit the Company in any way from disclosing any information that is legally required to be disclosed by the Company.

Section 5. Executive Representations and Covenants. The Executive represents and warrants that (a) the Executive is not subject to any contract, arrangement, policy, or understanding, or to any statute, governmental rule, or regulation, that in any way limits the Executive's ability to enter into and fully perform the Executive's obligations under this Agreement and (b) the Executive is otherwise able to enter into and fully perform the Executive's obligations under this Agreement. The Executive further represents, warrants, and covenants that (i) prior to commencing employment with the Company, the Executive has ensured compliance with all of the Executive's former employers' policies, procedures, and codes of conduct regarding the Executive's employment termination, including the return of any company property, (ii) the Executive will continue to comply with all continuing obligations that the Executive may have relating to any confidential, proprietary, or trade secret information belonging to those employers, (iii) the Executive, whether or not required by the Executive's former employers' policies and procedures, has (x) reviewed all of the Executive's laptops, home computers, USB sticks, etc., to make sure that all materials relating to the Executive's prior employers (e.g., emails and documents on which the Executive may have worked) have been deleted or returned to the Executive's prior employer and (y) made reasonable efforts to search the Executive's home and personal property for prior employer materials and has returned all hard copy materials relating to the Executive's prior employers, regardless of whether the Executive believes their contents to be public or non-public, and (iv) the Executive agrees not to place any materials that the Executive used at a prior employer, other than rolodex-type non-confidential information, on the Company's computers or emails or in the Company's files, even if the Executive was the one who wrote or created the material. Further, the Executive represents that the Executive did not engage in any misconduct, and was not subject to any disciplinary action, while employed by any former employer that could reasonably be expected to cause any damage to the Company's reputation or business or the Company's employees, and the Executive has not engaged in any conduct (or aided or assisted any other person or entity to engage in any conduct or cover-up of such conduct), whether within the scope of the Executive's employment at a previous employer or otherwise, that reasonably could cause any damage to the Company's reputation or business or the Company's employees, including but not limited to any conduct constituting sexual misconduct, sexual harassment,

harassment, or discrimination. In the event of a breach of any representation or covenant in this Section 5, the Company may terminate this Agreement and the Executive's employment with the Company for Cause without any liability to the Executive, and the Executive will indemnify the Company for any liability it may incur as a result of any such breach.

Section 6. Taxes; Clawbacks; Attorney Fees.

6.1. Withholding. All amounts paid to the Executive under this Agreement during or following the Employment Period will be subject to income and employment taxes, and other withholdings, imposed by applicable Law. The Executive is solely responsible for the payment of all taxes imposed on the Executive relating to the payment or provision of any amounts or benefits hereunder.

6.2. Clawbacks. The Executive acknowledges that any amount paid or payable to the Executive hereunder will be subject to each applicable clawback policy maintained by the Company from time to time as necessary to comply with applicable Law, including for the avoidance of doubt, exchange listing requirements, regardless of whether such clawback policy is implemented before the execution of this Agreement, and if the Company determines, in its good faith discretion, that such forfeiture or recoupment is required, the Executive hereby consents to such forfeiture or recoupment. Furthermore, if the Executive engages in any act of embezzlement, fraud, or dishonesty involving the Company or its Affiliates that results in a financial loss to the Company or its Affiliates, the Company will be entitled to recoup an amount from the Executive determined by the Company in its reasonable discretion to be commensurate with such financial loss.

6.3. Attorney Fees. The Company will reimburse the Executive up to \$20,000 for attorney fees and costs that the Executive incurs with the review, negotiation, preparation, documentation, and execution of this Agreement within 30 days of the Executive's presentation to the Company of an invoice reflecting the amount of such attorney's fees and costs incurred by the Executive.

Section 7. Indemnification. To the extent provided in the Company's organizational documents, the Company agrees to indemnify the Executive for losses or damages incurred by the Executive as a result of all causes of action arising from the Executive's performance of duties for the benefit of the Company, whether or not the claim is asserted during the Employment Period. This indemnity will not apply to the Executive's acts of willful misconduct or gross negligence. The Executive will be covered under any directors' and officers' insurance that the Company maintains for its directors and other officers in the same manner and on the same basis as the Company's directors and other officers. As soon as reasonably practicable following the Effective Date, the Parties will execute an Indemnification Agreement in a form substantially similar to the Company's indemnification agreement entered into with other Company executive officers and directors of the Board.

Section 8. Miscellaneous.

8.1. Amendments and Waivers. This Agreement may be amended, waived (either generally or in a particular instance and either retroactively or prospectively),

modified, or supplemented, in whole or in part, only by written agreement signed by the Parties, except that the observance of any provision of this Agreement may be waived in writing by the Party that will lose the benefit of such provision as a result of such waiver. The waiver by any Party of a breach of any provision of this Agreement will not operate or be construed as a further or continuing waiver of such breach or as a waiver of any other or subsequent breach, except as otherwise explicitly provided for in such waiver. Except as otherwise expressly provided herein, no failure on the part of any Party to exercise, and no delay in exercising, any right, power, or remedy hereunder, or otherwise available in respect hereof at law or in equity, will operate as a waiver thereof, nor will any single or partial exercise of such right, power, or remedy by such Party preclude any other or further exercise thereof or the exercise of any other right, power, or remedy.

8.2. Assignment; No Third-Party Beneficiaries. Neither this Agreement nor the Executive's rights and obligations hereunder may be assigned by the Executive, and any purported assignment by the Executive in violation hereof will be null and void. Nothing in this Agreement is intended to confer upon any Person not a party to this Agreement, or the legal representatives of such Person, any rights or remedies of any nature or kind whatsoever under or by reason of this Agreement, except the personal representative of the deceased Executive may enforce the provisions hereof applicable in the event of the death of the Executive. The Company is authorized to assign this Agreement and its rights and obligations hereunder without the consent of the Executive if the Company hereafter effects a reorganization, or consolidates with or merges into any other Person or entity, or transfers all or substantially all of its properties or assets to any other Person or entity.

8.3. Notices. Unless provided otherwise herein, all notices, requests, demands, claims, and other communications provided for under the terms of this Agreement must be in writing. Any notice, request, demand, claim, or other communication hereunder must be sent by (i) personal delivery (including receipted courier service) or overnight delivery service, with confirmation of receipt, (ii) e-mail, (iii) reputable commercial overnight delivery service courier, with confirmation of receipt, or (iv) registered or certified mail, return receipt requested, postage prepaid, and addressed to the intended recipient as set forth below:

If to the Company:

LivePerson, Inc.  
530 7<sup>th</sup> Avenue, Floor M1  
New York, NY 10018  
Attention: CFO & General Counsel  
E-Mail: John.Collins@liveperson.com  
Monica.Greenberg@liveperson.com  
With a copy to: Legal@liveperson.com

with a copy (which will not constitute notice) to:

Fried, Frank, Harris, Shriver & Jacobson LLP  
One New York Plaza  
New York, NY 10004  
Attention: Amy Blackman

E-mail: [Amy.Blackman@FriedFrank.com](mailto:Amy.Blackman@FriedFrank.com)

If to the Executive: At the Executive's principal office at the Company (during the Employment Period), and at all other times to the Executive's principal residence as reflected in the records of the Company. If by e-mail during the Employment Period, to the Executive's Company-supplied e-mail address.

with a copy (which will not constitute notice) to:

Zukerman Gore Brandeis & Crossman, LLP  
Eleven Times Square  
New York, NY 10036  
Attention: Jeffrey D. Zukerman, Esq.

E-mail: [jzukerman@zukermangore.com](mailto:jzukerman@zukermangore.com)

All such notices, requests, consents, and other communications will be deemed to have been given when received. Either Party may change its address to which notices, requests, demands, claims, and other communications hereunder are to be delivered by giving the other Parties notice in the manner then set forth.

8.4. Governing Law. This Agreement must be construed and enforced in accordance with, and the rights and obligations of the Parties are governed by, the laws of the State of New York, without giving effect to the conflicts of law principles thereof.

8.5. Jurisdiction; Waiver of Jury Trial. The Parties agree jurisdiction and venue for any dispute, controversy, or claim between the Parties that arises out of or relates to this Agreement, the Executive's employment with the Company, or any termination of such employment, including but not limited to matters concerning validity, construction, performance, or enforcement, must be exclusively in the federal and state courts of the State of New York, located in New York County (collectively, the "Selected Courts") (except that a final judgment in any such action will be conclusive and enforced in other jurisdictions), and agree further that service of process may be made in any matter permitted by Law. Each of the Parties irrevocably waives and agrees not to assert (i) any objection that the Executive or it may ever have to the laying of venue of any action or proceeding arising hereunder in the Selected Courts or (ii) any claim that any such action brought in any such court has been brought in an inconvenient forum. This Section 8.5 is intended to fix the location of potential litigation between the parties and does not create any causes of action or waive any defenses or immunities to suit. EACH PARTY WAIVES ANY RIGHT TO A TRIAL BY JURY, TO THE EXTENT LAWFUL, AND AGREES THAT ANY OF THEM MAY FILE A COPY OF THIS SECTION 8.5 WITH ANY COURT AS WRITTEN EVIDENCE OF THE KNOWING, VOLUNTARY, AND BARGAINED-FOR AGREEMENT AMONG THE PARTIES IRREVOCABLY TO WAIVE THEIR RIGHT TO TRIAL BY JURY IN ANY LITIGATION WHATSOEVER BETWEEN THEM RELATING TO THIS AGREEMENT OR THE CONTEMPLATED TRANSACTIONS.

8.6. Severability. Whenever possible, each provision or portion of any provision of this Agreement, including those contained in Section 4 hereof, must be interpreted in such manner as to be effective and valid under applicable Law, but the invalidity or unenforceability of any provision or portion of any provision of this Agreement in any jurisdiction will not affect the validity or enforceability of the remainder of this Agreement in that jurisdiction or the validity or enforceability of this Agreement, including that provision or portion of any provision, in any other jurisdiction. In addition, should a court determine that any provision or portion of any provision of this Agreement, including any provision contained in Section 4 hereof, is not reasonable or valid, either in period of time, geographical area, or otherwise, the Parties agree that such provision should be interpreted and enforced to the maximum extent that such court deems reasonable or valid.

8.7. Entire Agreement. From and after the Effective Date, this Agreement, together with the Proprietary Information, Developments, and Non-Compete Agreement, constitutes the entire agreement between the Parties and supersedes all prior representations, agreements, and understandings (including any prior course of dealings), both written and oral, between the Parties with respect to the subject matter hereof, including for the avoidance of doubt, the LivePerson, Inc. CEO Employment Agreement Summary of Key Terms, executed by the Company and the Executive on November 17, 2023.

8.8. Counterparts. This Agreement may be executed by .pdf (or similar file format) or facsimile signatures in any number of counterparts, each of which will be deemed an original, but all such counterparts will together constitute one and the same instrument.

8.9. Binding Effect. This Agreement will inure to the benefit of, and be binding on, the successors and assigns of each of the Parties, including, without limitation, the Executive's heirs and the personal representatives of the Executive's estate and any successor to all or substantially all of the business or assets of the Company.

8.10. General Interpretive Principles. The name assigned to this Agreement and headings of the sections, paragraphs, sub-paragraphs, clauses, and sub-clauses of this Agreement are for convenience of reference only and are not intended in any way to affect the meaning or interpretation of any of the provisions hereof. Words of inclusion are not intended to be construed as terms of limitation herein, so that references to "include," "includes," and "including" are not limiting and should be regarded as references to non-exclusive and non-characterizing illustrations. Any reference to a section of the Code should be deemed to include any successor to such section.

8.11. Definitions.

(a) Affiliates. For purposes of this Agreement, the term "Affiliates" means any person or entity Controlling, Controlled by, or Under Common Control with the Company. The term "Control," including the correlative terms "Controlling," "Controlled By," and "Under Common Control with" means possession, directly or indirectly, of the power to direct or cause the direction of management or policies (whether through ownership of securities of any company or other ownership interest, by contract, or otherwise) of a person or entity.

(b) Governmental Agency. For purposes of this Agreement, the term “Governmental Agency” means any national, state, local, or foreign government, any instrumentality, subdivision, court, administrative agency or commission, or other governmental authority.

(c) Law. For purposes of this Agreement, the term “Law” means any federal, state, local, foreign, multi-national or other laws (including common law), acts, statutes, ordinances, rules, regulations, codes, or other legally enforceable requirements enacted, issued, adopted, promulgated, enforced, ordered, or applied by a Governmental Agency.

[signature page follows]



IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

COMPANY

By:   
7728450EE9E7433...  
Name: Jill Layfield  
Title: Chair of the Board

EXECUTIVE

  
8C873D48817547F...  
Anthony John Sabino

Exhibit A

Proprietary Information, Developments, and Non-Compete Agreement  
(attached).

## Exhibit B

**YOU SHOULD CONSULT WITH AN ATTORNEY BEFORE SIGNING THIS RELEASE OF CLAIMS.**

### Release

1. In consideration of the payments and benefits to be made under the Employment Agreement, dated as of December 27th, 2023 (the "Employment Agreement"), by and between John Sabino (the "Executive") and LivePerson, Inc., a Delaware corporation (the "Company"), the sufficiency of which the Executive acknowledges, the Executive, with the intention of binding the Executive and the Executive's heirs, executors, administrators, and assigns, does hereby release, remise, acquit, and forever discharge the Company and each of its subsidiaries and Affiliates (the "Company Affiliated Group"), their present and former officers, directors, executives, shareholders, agents, attorneys, employees, and employee benefit plans (and the fiduciaries thereof), and the successors, predecessors, and assigns of each of the foregoing (collectively, the "Company Released Parties"), of and from any and all claims, actions, causes of action, complaints, charges, demands, rights, damages, debts, sums of money, accounts, financial obligations, suits, expenses, attorneys' fees, and liabilities of whatever kind or nature in law, equity, or otherwise, whether accrued, absolute, contingent, unliquidated, or otherwise and whether now known or unknown, suspected, or unsuspected, that the Executive, individually or as a member of a class, now has, owns, or holds, or has at any time heretofore had, owned, or held, arising on or prior to the date hereof, against any Company Released Party that arises out of, or relates to, the Employment Agreement, the Executive's employment with the Company or any of its subsidiaries and Affiliates, or any termination of such employment, including claims for (i) severance or vacation benefits, unpaid wages, salary, or incentive payments, (ii) breach of contract, wrongful discharge, impairment of economic opportunity, defamation, intentional infliction of emotional harm, or other tort, (iii) any violation of applicable state and local labor and employment laws (including, without limitation, all laws concerning unlawful and unfair labor and employment practices), and (iv) employment discrimination under any applicable federal, state, or local statute, provision, order, or regulation, and including, without limitation, any claim under Title VII of the Civil Rights Act of 1964 ("Title VII"), the Civil Rights Act of 1988, the Fair Labor Standards Act, the Americans with Disabilities Act ("ADA"), the Employee Retirement Income Security Act of 1974, as amended ("ERISA"), the Age Discrimination in Employment Act ("ADEA"), and any similar or analogous state statute, excepting only:

- A. rights of the Executive arising under, or preserved by, this Release or Section 3.2 of the Employment Agreement;
- B. the right of the Executive to receive COBRA continuation coverage in accordance with applicable law;
- C. claims for vested benefits under any health, disability, retirement, life insurance, or other similar welfare benefit plan (within the meaning of Section 3(3) of ERISA) of the Company Affiliated Group;
- D. rights to indemnification that the Executive has or may have under the Employment Agreement, the by-laws, certificate of incorporation or other organizational

document of any member of the Company Affiliated Group or as an insured under any director's and officer's liability insurance policy now or previously in force; and

E. the Executive's rights as an equity holder in the Company.

2. The Executive acknowledges and agrees that this Release is not to be construed in any way as an admission of any liability whatsoever by any Company Released Party, any such liability being expressly denied.

3. This Release applies to any relief no matter how called, including, without limitation, wages, back pay, front pay, compensatory damages, liquidated damages, punitive damages, damages for pain or suffering, costs, and attorneys' fees and expenses.

4. The Executive specifically acknowledges that the Executive's acceptance of the terms of this Release is, among other things, a specific waiver of the Executive's rights, claims, and causes of action under Title VII, the ADEA, the ADA, and any state or local law or regulation in respect of discrimination of any kind, except that nothing herein should be deemed, nor does anything contained herein purport to be, a waiver of any right or claim or cause of action that by law the Executive is not permitted to waive. Nothing in this Release prevents the Executive from discussing or disclosing information about unlawful acts in the workplace, such as harassment or discrimination or any other conduct that the Executive has reason to believe is unlawful. In addition, nothing in this Release, or any Company policy or agreement, will prohibit the Executive from reporting suspected violations of law or regulation to any governmental agency (including the Equal Employment or Securities Exchange Commission), regulatory body, self-regulatory organization, or criminal or civil law enforcement agency (collectively, a "Law Enforcement Entity"), from making any other disclosures that are protected under any law or regulation, or from participating or cooperating in any inquiry, investigation, or proceeding conducted by such Law Enforcement Entity, or to provide advance notice to the Company or obtain any authorization of the Company prior to doing so. Further, nothing in this Release will limit the Executive's ability to consult with an attorney retained by the Executive.

5. The Executive acknowledges that the Executive has been given a period of [twenty-one (21)] [forty-five (45)] days to consider whether to execute this Release. If the Executive accepts the terms hereof and executes this Release, the Executive may thereafter, for a period of seven (7) days following (and not including) the date of execution, revoke this Release. If no such revocation occurs, this Release will become irrevocable in its entirety, and binding and enforceable against the Executive, on the day next following the day on which the foregoing seven-day period has elapsed. If such a revocation occurs, the Executive will irrevocably forfeit any right to payment of the entitlements set forth in Section 3.2 of the Employment Agreement, but the remainder of the Employment Agreement that survives the end of the Employment Period will continue in full force.

6. The Executive acknowledges that the Executive has been advised to seek, and has had the opportunity to seek, the advice and assistance of an attorney with regard to this Release, and has been given a sufficient period within which to consider this Release.

7. The Executive acknowledges that this Release relates only to claims that exist as of the date of this Release.

8. The Executive acknowledges that the severance payments and benefits the Executive is receiving in connection with this Release and the Executive's obligations under this Release are in addition to anything of value to which the Executive is entitled from the Company.

9. For the avoidance of doubt, however, nothing in this Release is intended to constitute a waiver of any Company Released Party's right to enforce any obligations of the Executive under the Employment Agreement that survive the Employment Agreement's termination, including without limitation, any non-competition covenant, non-solicitation covenant, and any other restrictive covenants contained therein.

10. Section 8 of the Employment Agreement is incorporated into this Release and made a part hereof, mutatis mutandis.

[signature page follows]

IN WITNESS WHEREOF, this Release has been signed by or on behalf of the Executive as of \_\_\_\_\_.

\_\_\_\_\_  
Anthony John Sabino

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February 1st, 2023

Exhibit 10.27

Alex Kroman  
3705 N Overlook Blvd #505  
Portland, OR 97227

Dear Alex,

Congratulations! On behalf of LivePerson, Inc., I am pleased to offer you the position of **EVP, Product and Technology** working from **Portland OR**, remotely. You are scheduled to start on **March 1st, 2023** reporting to **Robert LoCascio**. This letter confirms the terms and conditions of our employment offer:

- **Salary:** You will be paid an annual salary of **\$375,000 (Three hundred seventy five thousand USD)** which will be paid according to our standard payroll practices (currently paid semi-monthly on the 15th and last day of each month).
  - **Company Bonus Plan:** You are eligible to participate in the company's annual bonus plan as it exists from time to time, and your target annual bonus will be **60%** of your annual base salary. If hired within the first three quarters of the year, the actual bonus amount will be prorated based on the number of months you have been employed by LivePerson during that year. If hired within the last quarter of the year, eligibility to earn a bonus begins the following year. Bonuses for a given performance year are typically paid in the first quarter of the following year. Bonuses are based on company and individual performance and are offered at the sole discretion of the company. Your actual bonus payment, if any, may be greater or less based on these criteria and is conditioned on your active employment with the company as of the payment date. LivePerson reserves the right to amend or terminate its bonus plan at any time with or without notice.
  - **Equity:** We will recommend that the LivePerson Board of Directors grant you:
    - **RSUs:** As an inducement to your accepting this offer of employment at LivePerson, and subject to mutual execution of this letter and your commencement of employment at LivePerson, you will be granted a restricted stock unit award ("**RSU Award**") valued at **\$750,000 USD** on the next equity grant approval date immediately following your start date at LivePerson (the "**RSU Grant Date**"), with the number of RSUs determined based on the closing price of a share of LivePerson common stock on the RSU Grant Date. The RSU Award will vest 100% on the first anniversary of the RSU Grant Date. This RSU Award is subject to our then-current policies, the LivePerson, Inc. 2018 Inducement Plan (as amended from time to time), and the applicable equity award document we will issue to you. For your reference, an RSU is the right to receive shares of LivePerson common stock at vesting, where one RSU represents one share of LivePerson common stock. Notwithstanding the foregoing, you may be entitled to additional RSU awards on an annual basis during your tenure of employment with LivePerson, provided that such RSU awards (1) are provided at the sole and absolute discretion of LivePerson and are subject to approval by the company's board of directors on an annual basis; and (2) if approved by the company's board of directors, such additional RSU awards will be valued at up to **\$1,000,000 USD** per year on the next equity grant approval date commencing 12 months after your start date with LivePerson.
    - **Performance Incentive Compensation:** Commencing with 2023 fiscal year, you will be eligible to earn an annual performance incentive equity grant, which will vest 100% on the first anniversary of the grant date and will be based on your performance against defined annual targets for the relevant fiscal year. The plan, targets and performance incentive for each fiscal year will be determined between you and the Company, and finalized no later than the date of the Company's first board meeting and earnings announcement of the relevant fiscal year (typically occurring in February of each fiscal year). For the fiscal year 2023, you will be eligible to earn an annual performance equity grant valued of **\$250,000 USD**, to be granted on the first Board equity grant approval date following your employment start date, with performance-based vesting based on your achievement of the performance targets on or around the first anniversary of grant date.
  - **Benefits:** You will accrue 1.25 vacation days per month (20 days per year) as per our current vacation policy, which we may amend from time to time. You will be eligible to enroll in our health and disability insurance program on the 1st day of the 1st full calendar month of your employment and to participate in our 401(k) plan, subject to the terms of each plan. You will receive more information about benefits and company policies on or shortly after your start date.
  - **Screening:** This offer is contingent on your successful completion of our pre-employment procedures, including reference and background verification of prior employment and other information provided during the interview process and proof of identity and authorization to work in the United States, as required by law.
  - **Pledges:** By signing this Offer Letter you confirm that you are not subject to any agreement, with a prior employer or otherwise, which would prohibit, limit or otherwise be inconsistent with your employment at LivePerson or prevent you from performing your obligations to LivePerson. Additionally, please be advised that it is LivePerson's corporate policy not to obtain or use any confidential, proprietary information or trade secrets of its competitors or others, unless it is properly obtained from sources permitted to disclose such information. By signing this Offer Letter below, you are acknowledging
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that you have been advised of this policy and that you accept and will abide by it, and you are also agreeing that you will not use or disclose any confidential or proprietary information of LivePerson to any third party, including any previous or subsequent employer.

- **Status:** Employment with LivePerson is at-will and may be terminated by you or us at any time, with or without cause and with or without notice.

In the event that (a) your employment is terminated by the Company without Cause (as defined below), or (b) terminated by you for Good Reason (as defined below), and (c) and provided that within sixty (60) days following your termination date you timely execute and do not revoke a separation and release agreement drafted by and satisfactory to the Company, the Company will provide you with severance pay equal to three (3) months pay at your then current base salary rate and, if such termination occurs on or before the date that bonuses are paid for the full fiscal year completed while you were employed prior to termination, a payment equal to the percentage of your target bonus you would have received for the prior fiscal year if you had remained employed on the bonus payout date. In the event you terminate your employment due to subparagraph "i" of the definition of Good Reason, then your severance pay shall be paid at the base salary rate immediately preceding any reduction thereof. All payments hereunder shall be payable in accordance with the payment procedures described below. For the avoidance of doubt, the foregoing severance shall not be paid in the event that your employment is terminated by reason of your voluntary resignation (other than for Good Reason). As an example, if your employment begins January 1, 2023 and is terminated in October 2023 by the Company for reasons outlined in this paragraph, and if you timely execute and do not revoke a separation and release agreement within 60 days following your termination date, you will receive severance pay equal to three (3) months pay at your current base salary rate and a pro-rated bonus equal to 9/12th of your target bonus in March 2024. The bonus is based on company and individual performance as outlined in the bonus section above. Notwithstanding the foregoing, in the event that LivePerson, based on the company's board of directors decision and based on company performance, does not offer you any additional RSU awards commencing twelve (12) months after your start date with the company, and your employment with the company is terminated as outlined in this Section, LivePerson agrees to increase the severance pay outlined herein from three (3) months to four (4) months.

In the event that within the 12-month period following a Change of Control (as defined below) your employment is terminated by the Company without Cause or by you for Good Reason; and provided that within sixty (60) days following your termination date you timely execute and do not revoke a Release (as defined above), the Company will provide you with the severance and, if applicable, bonus payments described in the immediately preceding paragraph and, with regard to any outstanding option and RSU awards that are held by you at the time of your termination: (a) if you have been employed by the Company for less than 24 months at the time your employment is terminated, the total number of unvested equity award shares held by you that would have vested in the 12-month period following your termination date if you had remained employed shall become immediately vested and exercisable on your termination date, and (b) if you have been employed by the Company for 24 months or more at the time your employment is terminated, the total number of equity award shares held by you that would have vested in the 24-month period following your termination date if you had remained employed shall become immediately vested and exercisable on your termination date, and (c) in either case, the vested portion of any outstanding option and/or other equity awards held by you shall remain exercisable for 90 days following your date of termination, but in no event later than the original term of the option as set forth in the applicable award agreement.

For purposes hereof, "Change of Control" shall be defined as, and limited to: the consummation of any transaction or group of related transactions following which the holders (or persons or entities that directly or indirectly control, are controlled by, or are under common control with, the holders) of the Company's voting power immediately prior to such transaction(s) no longer hold securities having the voting power necessary to elect a majority of the board of directors of the surviving entity or entities, or a sale of all or substantially all of the Company's assets.

Severance payments described above shall commence on the Company's first regularly scheduled payroll date that occur as soon as practicable after the conditions set forth above are satisfied, and will continue pursuant to the company's then-current payroll practices during the remainder of the severance term, and with respect to bonus payments, on the date bonuses are paid by the Company but in any event, as provided in Treasury Regulation Section 1.409A-1 (b)(4). The parties intend that the payments and benefits provided pursuant to this letter are exempt from the requirements of Section 409A of the Internal Revenue Code of 1986, as amended, the regulations and other guidance under and any state law of similar effect ("Section 409A") and any ambiguities herein will be interpreted to be so exempt. Each payment and benefit payable under this letter is intended to constitute separate payments for purposes of Treasury Regulation Section 1.409A-2(b)(2). Notwithstanding anything herein to the contrary, the Company shall have no liability to you or to any other person, for any taxes, penalties or otherwise, if the payments and benefits provided pursuant to this letter that are intended to be exempt from Section 409A are not so exempt.

In the event that your employment is voluntarily terminated at any time by you (other than for Good Reason as set forth herein), or by the Company for Cause, you will be entitled only to your earned and unpaid compensation earned through the date of your termination of employment in accordance with applicable law. You will not be entitled to severance, option

acceleration, or any other compensation or consideration that you might have received had your employment with the Company not been terminated.

For purposes hereof, "Cause" shall mean a determination by the Company (which determination shall not be arbitrary or capricious) that: (i) you materially failed to perform your specified or fundamental duties to the Company or any of its subsidiaries, (ii) you were convicted of, or pled nolo contendere to, a felony (regardless of the nature of the felony), or any other crime involving dishonesty, fraud, or moral turpitude, (iii) you engaged in or acted with gross negligence or willful misconduct (including but not limited to acts of fraud, criminal activity or professional misconduct) in connection with the performance of your duties and responsibilities to the Company or any of its subsidiaries, (iv) you failed to substantially comply with the written rules and policies of the Company or any of its subsidiaries governing employee conduct or with the lawful directives of the Board of Directors, or (v) you breached any non-disclosure, non-solicitation or other restrictive covenant obligation to the Company or any of its subsidiaries. If the Company in its reasonable discretion determines that an event or incident described in to subparagraph (i) or (iv) of the definition of Cause is curable, then in order to terminate your employment for Cause pursuant to subparagraph (i) or (iv) of the definition of Cause, the Company shall (a) provide you with written notice of the event or incident that it considers to be "Cause" within 30 calendar days following its occurrence, (b) provide you with a period of at least 15 calendar days to cure the event or incident, and (c) if the Cause persists following the cure period, terminate your employment by written termination letter any time within 60 calendar days following the date that notice to cure was delivered to you.

For purposes hereof, "Good Reason" shall mean one or all of the following conditions arising without your consent: (i) a material reduction in your annual base salary by the Company, other than as part of an across-the-board reduction in parity with a reduction applicable to all employees or to other employees of similar role and responsibility or (ii) a material reduction in authorities, duties or responsibilities unless such reduction arises out of or relates to your violation of Company's policies, including if your violation causes damage to Company; or (iii) a relocation of your principal work location more than 50 miles from its location on the date hereof (or from such other location to which you have consented after the date hereof), unless such new location is closer to your primary residence than the prior location. To be entitled to terminate your employment for Good Reason, you must (a) provide written notice to the Company of the event or change you consider constitutes "Good Reason" within 30 calendar days following its occurrence, (b) provide the Company with a period of at least 30 calendar days to cure the event or change, and (c) if the Good Reason persists following the cure period, actually resign by written resignation letter within 60 calendar days following the event or change.

In the event that your employment is voluntarily terminated at any time by you (other than for Good Reason as set forth herein), or by the Company for Cause, you will be entitled only to your earned and unpaid compensation earned through the date of your termination of employment in accordance with applicable law. You will not be entitled to severance, option acceleration, or any other compensation or consideration that you might have received had your employment with the Company not been terminated.

The parties mutually agree that the terms and conditions set forth in this Agreement represent the full and complete understanding and commitment between the parties hereto which may be altered, changed, added to, deleted from or modified only through the voluntary, mutual consent of the parties.

Please indicate your acceptance of this offer by signing and dating below. The offer terms cannot be changed unless agreed in writing by LivePerson.

LivePerson is a dynamic organization with tremendous growth opportunities. We look forward to you joining us and hope that you share our excitement for the opportunity it presents to everyone on the team.

Sincerely,  
DocuSigned by:  
  
Melanie Longdon  
SVP People & Transformation  
2/9/2023  
Date

Accepted by:  
DocuSigned by:  
  
Alex Kroman  
2/9/2023  
Date







August 9, 2023

Dear Alex:

In recognition of your contributions to LivePerson, Inc. (the "Company"), the Company has approved a special retention bonus for you equal to an aggregate amount of \$375,000 (the "Retention Bonus"), to be payable as provided below, as well as certain other benefits, subject to all of the terms and conditions of this letter agreement (the "Letter Agreement"). Capitalized terms not otherwise defined in the body of this Letter Agreement are defined in Appendix A.

#### 1. Conditions to Retention Bonus

- a. Your Retention Bonus will be in addition to (and will not be in lieu of) any annual bonus or other incentive compensation amounts you may otherwise be entitled to receive from the Company.
- b. Subject to provision 1(c) below, you will be paid your Retention Bonus in two equal installments, to be paid on the first payroll date following each of January 12, 2024 and July 12, 2024.
- c. If, prior to the date on which any portion of the Retention Bonus is payable to you, you are terminated without Cause or if you resign with Good Reason, you will be entitled to payment of any remaining unpaid portion of the Retention Bonus within 30 days following your termination. You must have been actively employed by the Company as of July 12, 2023 to be eligible for any portion of the Retention Bonus to become payable, as set forth in this Letter Agreement.

#### 2. Additional Benefits

- a. Subject to provision 2(b) below, if you are terminated without Cause or if you resign for Good Reason prior to July 12, 2024, and provided that within 60 days following your termination date you timely execute and do not revoke a separation and release agreement on customary terms drafted by and satisfactory to the Company (a "Release"), the Company will provide you with severance and benefits as follows (i) severance pay equal to 6 months' pay at your then current base salary rate in accordance with the Company's normal payroll practices, (ii) reimbursement for the differential cost of continuation of your then-current health insurance benefits under COBRA (provided you timely elect COBRA) for a period of 6 months (clauses (i) and (ii) together, the "Severance Amounts"), and (iii) any outstanding unvested stock option or time-vesting restricted stock unit awards held by you at the time of termination that would have vested within the 12 month period following your termination had you remained employed will become immediately vested and exercisable on the date of your termination.
  - b. Notwithstanding anything to the contrary, if you are party to an offer letter or other employment arrangement with the Company (an "Individual Agreement") providing for severance payments and benefits and the terms of the Individual Agreement conflict with the terms of this Letter Agreement, the terms of this Letter Agreement will govern in respect of the conflicting terms,
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with the severance payments and benefits paid pursuant to this Letter Agreement being in lieu of (and not in addition to) the similar payments and benefits provided under your Individual Agreement; provided, however, that any severance payments or benefits that are greater than the amounts provided under this Letter Agreement or are not expressly covered by this Letter Agreement will remain payable to you, subject to the terms and conditions of your Individual Agreement.

- c. The severance payments described above will commence on the Company's first regularly scheduled payroll date that occurs as soon as practicable after the conditions set forth above are satisfied.

### 3. Confidentiality

Except as may be required by applicable law and regulations to be publicly disclosed by the Company in filings with the Securities and Exchange Commission or other securities exchange, this Letter Agreement and the amount of your Retention Bonus and severance eligibility are confidential and should not be discussed with anyone (including co-workers and the Company's advisors). We are relying on your sensitivity and professionalism in observing this request. In the event that the Company makes a determination prior to payment of any portion of the Retention Bonus that you have violated this confidentiality condition, the Company may, in its sole discretion, terminate the Retention Bonus that you may have otherwise been entitled to receive under this Letter Agreement.

### 4. Other Terms

All payments under this Letter Agreement will be subject to the withholding of any taxes required to be withheld under applicable federal, state or local law. You will not have any right to transfer, assign, pledge, alienate or create a lien on the Retention Bonus, and this Letter Agreement is not assignable by you. The Retention Bonus and the Severance Amounts are unfunded and unsecured and payable out of the general funds of the Company. Nothing in this Letter Agreement is intended to suggest any guaranteed period of continued employment and your employment will at all times continue to be terminable by you or the Company. This Letter Agreement will be binding on any successor to the Company.

If (i) the aggregate of all amounts and benefits due to you under this Letter Agreement or under any other plan, program, agreement, or policy of the Company or any of its affiliates would, if received by you in full and valued pursuant to Section 280G of the Internal Revenue Code of 1986, as amended, the regulations and other guidance under and any state law of similar effect (the "Code"), constitute "parachute payments" as defined in Section 280G of the Code (collectively, "280G Benefits"), and if (ii) such aggregate amount would, if reduced by all federal, state, and local taxes applicable thereto, including the excise tax imposed pursuant to Section 4999 of the Code, be less than the amount that you would receive, after all taxes, if you received aggregate 280G Benefits equal (as valued pursuant to Section 280G of the Code) to \$1.00 less than three times your "base amount" as defined in Section 280G of the Code, then (iii) such 280G Benefits will (to the extent that the reduction of such 280G Benefits would achieve the intended result) be reduced or eliminated to the extent necessary so that the aggregate 280G Benefits received by you will not constitute parachute payments, as follows: first, any amounts, the full amount of which would otherwise be considered a "parachute payment" under Treasury Regulation § 1.280G-1, Q&A-24(a) (after taking into account Q&A-24(a)(2)), will be reduced to the extent necessary to eliminate the 280G Benefits, in reverse order of their regularly scheduled payment dates; and second, any remaining 280G Benefits to which Treasury Regulation § 1.280G-1, Q&A-24(b) applies will be reduced to the extent necessary to eliminate the 280G Benefits, in reverse order of their regularly scheduled payment dates; and third, any remaining 280G Benefits to which Treasury Regulation § 1.280G-1, Q&A-24(c) applies will be reduced to

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the extent necessary to eliminate the 280G Benefits, in reverse order of their regularly scheduled vesting dates.

The parties intend that the payments and benefits provided pursuant to this Letter Agreement are exempt from the requirements of Section 409A of the Internal Revenue Code of 1986, as amended, the regulations and other guidance under and any state law of similar effect and any ambiguities herein will be interpreted to be so exempt.

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), to comply with such laws requires the forfeiture or recoupment of any amount paid or payable to you under this Letter Agreement, you hereby consent to such forfeiture or recoupment, in each case in the time and manner determined by the Company in its reasonable good faith discretion.

This Letter Agreement will be governed by, and construed in accordance with, the laws of the State of New York. This Letter Agreement may be executed by .pdf or facsimile signatures and in any number of counterparts with the same effect as if all signatory parties had signed the same document. All counterparts will be construed together and will constitute one and the same instrument.

We thank you for the service you have rendered in the past and look forward to your continued contribution to the success of the Company. Please acknowledge your acceptance of the terms of this Letter Agreement and return it to me as soon as possible.

[Signature page follows]

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Sincerely,

LivePerson, Inc.

DocuSigned by:  
*Melanie Longdon*  
DD4E321FB85F45A...

By: Melanie Longdon

Title: SVP People & Transformation

Acknowledged and agreed:

DocuSigned by:  
*Alex Kroman*  
4D019D658F47462...

Alex Kroman

Date: 8/11/2023



## Appendix A

“Cause” will mean a determination by the Company that: (i) you materially failed to perform your specified or fundamental duties to the Company or any of its subsidiaries, (ii) you were convicted of, or pled nolo contendere to, a felony (regardless of the nature of the felony), or any other crime involving dishonesty, fraud, or moral turpitude, (iii) you engaged in or acted with gross negligence or willful misconduct (including but not limited to acts of fraud, criminal activity or professional misconduct) in connection with the performance of your duties and responsibilities to the Company or any of its subsidiaries, (iv) you failed to substantially comply with the written rules and policies of the Company or any of its subsidiaries governing employee conduct or with the lawful directives of the Board of Directors of the Company, or (v) you breached any non-disclosure, non-solicitation or other restrictive covenant obligation to the Company or any of its subsidiaries.

“Good Reason” will mean one or all of the following conditions arising without your consent: (i) a material reduction in or failure to pay your annual base salary by the Company other than as part of an across-the-board reduction in parity with a reduction applicable to all employees or to other employees of similar role and responsibility; (ii) a material reduction by the Company of your role, responsibilities, organizational seniority and title other than as agreed to by you in writing, or (iii) a relocation of your required full-time physical work location to a location more than 60 miles from its location on the date hereof (or from such other location to which you have consented after the date hereof), unless such new location is closer to your primary residence than the prior location. To be entitled to terminate your employment for Good Reason, you must (a) provide written notice to the Company of the event or change you consider constitutes “Good Reason” within 30 calendar days following its occurrence, (b) provide the Company with a period of at least 30 calendar days to cure the event or change, and (c) if the Good Reason persists following the cure period, actually resign by written resignation letter within 60 calendar days following the event or change.



## Separation and Release of Claims Agreement

**YOU SHOULD CONSULT WITH AN ATTORNEY BEFORE SIGNING THIS RELEASE OF CLAIMS.**

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 December 31, 2023 (the “Separation Date” or the “Date of Termination”). 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 the payments and benefits set forth below and the parties agree as follows:

- a. As described in Section 7(b)(i) of the Employment Agreement, Executive is entitled to the “Accrued Benefits,” consisting of (i) to the extent not already paid, 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) of the Employment Agreement, 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 program, 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) his right to indemnification in accordance with Section 5(e) of the Employment Agreement; and (iv) directors' and officers' liability insurance coverage in accordance with Section 5(e) of the Employment Agreement;
- b. No amount is payable pursuant to Section 7(b)(iii) of the Employment Agreement, which provides for payment of Executive's "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" as Executive's Annual Cash Bonus for 2022 has already been paid;
- c. Pursuant to Section 7(b)(iv) of the Employment Agreement, Executive is entitled to "severance pay in an amount equal to 18 months of base pay at his then current Base Salary rate," it being understood that the aggregate gross sum of such severance pay is Nine-hundred seventeen thousand and seven-hundred Dollars (\$917,700) (the "Severance Pay Amount"). The parties agree that rather than paying the Severance Pay Amount in installments over the course of 18 months: (i) the portion of the Severance Pay Amount that would otherwise be payable in 2024 (the gross amount of \$611,800) shall be paid in a lump sum on the next administratively practicable payroll date following the effectiveness of this Agreement, (ii) a portion of the Severance Pay Amount that would otherwise be payable in 2025 in the gross amount of \$205,658 shall be paid on January 15, 2025, and (iii) the remaining portion of the Severance Pay Amount shall be paid on the same schedule as it would have been paid under the Employment Agreement, with the gross amount of \$23,766.99 payable on the first payroll date in May 2025, and the gross amount of

- \$25,491.67 payable on each of the second payroll date in May 2025 and the two payroll dates in June 2025;
- d. Pursuant to Section 7(b)(v) of the Employment Agreement, the Company will pay to Executive a “lump sum on the 30<sup>th</sup> day following the Date of Termination,” which the parties acknowledge is January 30, 2024, “provided that the period (if any) during which the Separation Agreement can be revoked has expired within such 30-day period,” in the gross amount of One million three-hundred seventy-six thousand five-hundred and ninety-five Dollars (\$1,376,595);
- e. Pursuant to Section 7(b)(vi) of the Employment Agreement, 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;

- f. Pursuant to Section 7(b)(vii) of the Employment Agreement, “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.” The parties acknowledge and agree that no Performance Restricted Stock Units (PRSUs) are subject to such vesting and that the same have been forfeited as a consequence of Executive’s separation of employment. For the avoidance of doubt, a schedule of Executive’s unvested restricted stock units and performance restricted stock units as of the Date of Termination is attached hereto as Schedule A; and
- g. Pursuant to Section 7(b)(viii) of the Employment Agreement, Executive would be entitled to an additional exercise period with respect to his vested stock options. Notwithstanding the same, and notwithstanding the additional vesting described in Section 2(f) above, the parties agree that all of Executive’s stock options, whether vested or unvested, shall be deemed cancelled with immediate effect, except that the 80,000 vested stock options granted to Executive on May 5, 2017, with an exercise price of \$7.60 per share (the “Preserved Options”) shall not be cancelled and, notwithstanding anything to the contrary in the Grant Documents, the Preserved Options shall remain eligible to exercise for a period of two (2) years following the Date of Termination, which the parties acknowledge shall conclude on December 31, 2025.

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 (including regarding Proprietary Information) to any Governmental Entity, in each case, that are protected under the whistleblower or similar provisions of any such law or regulation, without any requirement to provide notice to the Company that Executive is engaged in such communications or disclosures. 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) 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 by sending written notice of such revocation by email to Monica Greenberg at [mgreenberg@liveperson.com](mailto:mgreenberg@liveperson.com). 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**

DocuSigned by:  
*Robert LoCascio*  
689BB6998E6244C...

Date: 1/25/2024

**LivePerson, Inc.**

By:   
57ED41E80CA4476...

Date: 1/31/2024

**SCHEDULE A**

<b>Grant Type</b>	<b>Grant Date</b>	<b>Option Grant Price</b>	<b>Quantity at Grant</b>	<b>Vesting Date</b>	<b>Vests Per Release Agreement?</b>	<b>Quantity Vesting per Agreement</b>
Performance Restricted Stock Unit (PRSU)	07/27/22	N/A	133,127	07/27/25	No, not eligible	0 – forfeited as a consequence of Executive’s separation
Restricted Stock Unit (RSU)	05/15/20	N/A	58,900	03/30/24	Yes	14,725
Restricted Stock Unit (RSU)	05/07/21	N/A	38,700	04/09/24	Yes	9,675
Restricted Stock Unit (RSU)	05/07/21	N/A	38,700	04/09/25	Yes	9,675





CERTIFICATIONS

I, John Sabino, certify that:

1. I have reviewed this Amendment No. 1 to the Annual Report on Form 10-K of LivePerson, Inc.; and
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.

Date: April 29, 2024

By: /s/ John Sabino  
Name: John Sabino  
Title: Chief Executive Officer  
*(Principal Executive Officer)*

CERTIFICATIONS

I, John Collins, certify that:

1. I have reviewed this Amendment No. 1 to the Annual Report on Form 10-K of LivePerson, Inc.; and
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.

Date: April 29, 2024

By: /s/ John Collins  
Name: John Collins  
Title: Chief Financial Officer and Chief Operating Officer (*Principal Financial Officer*)