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

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**FORM S-8  
REGISTRATION STATEMENT  
UNDER  
THE SECURITIES ACT OF 1933**

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**LivePerson, Inc.**

(Exact name of registrant as specified in its charter)

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**Delaware**  
(State or other jurisdiction of  
incorporation or organization)

**13-3861628**  
(I.R.S. Employer  
Identification No.)

**530 7th Avenue, Floor M1  
New York, New York 10018**  
(Address of Principal Executive Offices) (Zip Code)

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**LivePerson, Inc. 2018 Inducement Plan, as amended  
CEO Stock Option Inducement Award**  
(Full title of the Plans)

**Monica L. Greenberg, Esq.  
Executive Vice President of Policy and General Counsel  
LivePerson, Inc.  
530 7th Avenue, Floor M1  
New York, New York 10018  
(212) 609-4200**

(Name, address, including zip code, and telephone number, including area code, of Agent for Service)

**Copy to:  
Mark Hayek, Esq.  
Fried, Frank, Harris, Shriver & Jacobson LLP  
One New York Plaza  
New York, NY 10004-1980  
(212) 859-8000**

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Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, a smaller reporting company or emerging growth company. See the definitions 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

(Do not check if a 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 7(a)(2)(B) of the Securities Act.

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## EXPLANATORY NOTE

On May 17, 2024 the Board of Directors of LivePerson, Inc. (the “Registrant”), approved an amendment of the Registrant’s 2018 Inducement Plan, as amended (the “Inducement Plan”), which provides for grants of equity awards to induce individuals to accept employment with the Registrant and its affiliates. Under the amendment, the number of shares of Common Stock that may be issued pursuant to the Inducement Plan was increased by 1,620,000 shares of Common Stock. This registration statement on Form S-8 (this “Registration Statement”) relates to the additional 1,620,000 shares of Common Stock authorized for future issuance under the Inducement Plan, and the associated rights to Purchase Series A Junior Participating Preferred Stock (the “Purchase Rights”).

Pursuant to General Instruction E to Form S-8, the contents of the registration statements on Form S-8 with respect to the Inducement Plan filed with the Securities and Exchange Commission (the “Commission”) on March 30, 2018 (File No. 333-224059), February 1, 2019 (File No. 333-229495), November 13, 2019 (File No. 333-234676), May 12, 2022 (File No. 333-264897), and March 8, 2024 (File No. 333-277807), including the information contained therein, are hereby incorporated by reference in this Registration Statement, except to the extent supplemented, amended or superseded by the information set forth herein.

This Registration Statement also registers 1,000,000 shares of Common Stock issuable pursuant to the CEO Stock Option Inducement Award, as described below, and the associated Purchase Rights. As part of an equity compensation package negotiated to induce the Registrant’s new Chief Executive Officer (“CEO”) to accept employment with the Registrant, pursuant to the terms of the employment agreement entered into between the CEO and the Registrant, the Registrant granted such individual a stock option to purchase 1,000,000 shares of Common Stock (the “CEO Stock Option Inducement Award”) on March 15, 2024. The CEO Stock Option Inducement Award will become exercisable, if at all, when certain performance-based and time-based conditions are met, as more fully described in the Registrant’s Current Report on Form 8-K filed with the Commission on January 9, 2024. The CEO Stock Option Inducement Award was approved by the Registrant’s Compensation Committee of the Board of Directors in compliance with and in reliance on Nasdaq Listing Rule 5635(c)(4).

### PART I

As permitted by the rules of the Commission, this Registration Statement omits the information specified in Part I of Form S-8. The documents containing the information specified in Part I will be sent or given to the participants in the Inducement Plan and the CEO Stock Option Inducement Award, as applicable and as required by Rule 428(b)(1) under the Securities Act of 1933, as amended (the “Securities Act”). Such documents are not being filed with the Commission as part of this Registration Statement or as prospectuses or prospectus supplements pursuant to Rule 424. These documents and, as applicable, the documents incorporated by reference in this Registration Statement pursuant to General Instruction E to Form S-8, taken together, constitute a prospectus, for the Inducement Plan and the CEO Stock Option Inducement Award, respectively, in each case, that meets the requirements of Section 10(a) of the Securities Act.

### PART II

#### Item 3. Incorporation of Documents by Reference.

The Registrant is subject to the informational and reporting requirements of Sections 13(a), 14, and 15(d) of the Securities Exchange Act of 1934, as amended (the “Exchange Act”), and in accordance therewith files reports, proxy statements and other information with the Commission. The following documents, which are on file with the Commission, are incorporated in the Registration Statement by reference:

(a) The Registrant’s latest annual report filed pursuant to Sections 13(a) or 15(d) of the Exchange Act or the latest prospectus filed pursuant to Rule 424(b) under the Securities Act that contains audited financial statements for the Registrant’s latest fiscal year for which such statements have been filed.

(b) All other reports filed pursuant to Sections 13(a) or 15(d) of the Exchange Act since the end of the fiscal year covered by the Registrant’s documents referred to in (a) above.

(c) The description of the Registrant’s Common Stock contained in the Registrant’s registration statement on Form 8-A12G filed with the Commission under the Exchange Act on March 28, 2000, including any amendment or report filed for the purpose of updating such description.

(d) The description of the Purchase Rights contained in the Registrant's registration statement on Form 8-A12B filed with the Commission under the Exchange Act on January 22, 2024, including any amendment or report filed for the purpose of updating such description.

All documents subsequently filed by the Registrant pursuant to Sections 13(a), 13(c), 14 and 15(d) of the Exchange Act, prior to the filing of a post-effective amendment which indicates that all securities offered hereby have been sold or which deregisters all securities then remaining unsold, shall be deemed to be incorporated by reference in this Registration Statement and to be a part hereof from the date of the filing of such documents, except as to specific sections of such statements as set forth therein. Unless expressly incorporated into this Registration Statement, a report furnished on Form 8-K prior or subsequent to the date hereof shall not be incorporated by reference into this Registration Statement. Any statement contained in a document incorporated or deemed to be incorporated by reference herein shall be deemed to be modified or superseded for purposes of this Registration Statement to the extent that a statement contained herein or in any other subsequently filed document which also is or is deemed to be incorporated by reference herein modifies or supersedes such statement. Any statement so modified or superseded shall not be deemed, except as so modified or superseded, to constitute a part of this Registration Statement.

**Item 4. Description of Securities.**

Not applicable.

**Item 5. Interests of Named Experts and Counsel.**

Not applicable.

**Item 6. Indemnification of Directors and Officers.**

The registrant's amended and restated certificate of incorporation in effect as of the date hereof (the "Certificate") provides that, except to the extent prohibited by the Delaware General Corporation Law, as amended (the "DGCL"), the registrant's directors shall not be personally liable to the registrant or its stockholders for monetary damages for any breach of fiduciary duty as directors of the registrant. Under the DGCL, the directors have a fiduciary duty to the registrant which is not eliminated by this provision of the Certificate and, in appropriate circumstances, equitable remedies such as injunctive or other forms of non-monetary relief will remain available. The registrant has obtained liability insurance for its officers and directors.

Section 102 of the DGCL allows a corporation to eliminate the personal liability of directors and officers of a corporation to the corporation or its stockholders for monetary damages for a breach of fiduciary duty as a director or officer, except where the director or officer breached the duty of loyalty, failed to act in good faith, engaged in intentional misconduct or knowingly violated a law or obtained an improper personal benefit, where a director authorized the payment of a dividend or approved a stock repurchase in violation of Delaware corporate law or where an officer is liable in any action by or in the right of the corporation. The registrant has included such a provision in the Certificate.

Section 145 of the DGCL provides that a corporation has the power to indemnify a director, officer, employee or agent of the corporation and certain other persons serving at the request of the corporation in related capacities against amounts paid and expenses incurred in connection with an action or proceeding to which such person is or is threatened to be made a party by reason of such position, if such person shall have acted in good faith and in a manner such person reasonably believed to be in or not opposed to the best interests of the corporation, and, in any criminal proceeding, if such person had no reasonable cause to believe such person's conduct was unlawful; provided that, in the case of actions brought by or in the right of the corporation, no indemnification shall be made with respect to any matter as to which such person shall have been adjudged to be liable to the corporation unless and only to the extent that the adjudicating court determines that such indemnification is proper under the circumstances.

The registrant has also entered into agreements to indemnify its directors and executive officers, in addition to the indemnification provided for in the Certificate. The registrant believes that these agreements are necessary to attract and retain qualified directors and executive officers. In addition, the registrant has obtained liability insurance for its directors and officers.

**Item 7. Exemption from Registration Claimed.**

Not applicable.

**Item 8. Exhibits.**

The following exhibits are filed herewith:

Exhibit Number	Exhibit Description	Incorporated by Reference			
		Form	File No.	Exhibit	Filing Date
4.1	<a href="#">Fourth Amended and Restated Certificate of Incorporation.</a>	10-K	000-30141	3.1	March 30, 2001
4.2	<a href="#">Certificate of Amendment to the Fourth Amended and Restated Certificate of Incorporation (effective as of November 12, 2019).</a>	S-8	333-234676	4.2	November 13, 2019
4.3	<a href="#">Third Amended and Restated Bylaws, as amended.</a>	8-K	000-30141	3.1	June 12, 2023
4.4	<a href="#">Certificate of Designations of the Series A Junior Participating Preferred Stock of the Company, dated as of January 22, 2024.</a>	8-K	000-30141	3.1	January 22, 2024
4.5	<a href="#">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 attached as Exhibit B thereto).</a>	8-K	000-30141	4.1	January 22, 2024
4.6	<a href="#">Amendment, dated as of February 16, 2024, to the Tax Benefits Preservation Plan, between LivePerson, Inc. and Equiniti Trust Company, LLC.</a>	8-K	000-41926	4.1	February 16, 2024
5.1*	<a href="#">Opinion of Fried, Frank, Harris, Shriver &amp; Jacobson LLP.</a>				
23.1*	<a href="#">Consent of BDO USA, P.C.</a>				
23.2*	Consent of Fried, Frank, Harris, Shriver & Jacobson LLP (included in Exhibit 5.1 to this Registration Statement).				
24.1*	Power of Attorney authorizing signature (on behalf of each officer and director included on the signature page to this Registration Statement).				
99.1	<a href="#">LivePerson, Inc. 2018 Inducement Plan (as amended through February 9, 2022).</a>	S-8	333-264897	99.1	May 12, 2022
99.2	<a href="#">Amendment to LivePerson, Inc. 2018 Inducement Plan (dated as of February 13, 2024).</a>	S-8	333-277807	99.2	March 8, 2024
99.3*	<a href="#">Amendment to LivePerson, Inc. 2018 Inducement Plan (dated as of May 17, 2024).</a>				
99.4*	<a href="#">Option Agreement, dated as of March 15, 2024, by and between LivePerson, Inc. and John Sabino.</a>				
107*	<a href="#">Calculation of Filing Fee Table.</a>				

\* Filed herewith

## Item 9. Undertakings

(a) The undersigned registrant hereby undertakes:

(1) To file, during any period in which offers or sales are being made, a post-effective amendment to this registration statement:

(i) To include any prospectus required by section 10(a)(3) of the Securities Act of 1933;

(ii) To reflect in the prospectus any facts or events arising after the effective date of the registration statement (or the most recent post-effective amendment thereof) which, individually or in the aggregate, represent a fundamental change in the information set forth in the registration statement. Notwithstanding the foregoing, any increase or decrease in volume of securities offered (if the total dollar value of securities offered would not exceed that which was registered) and any deviation from the low or high end of the estimated maximum offering range may be reflected in the form of prospectus filed with the Commission pursuant to Rule 424(b) if, in the aggregate, the changes in volume and price represent no more than 20% change in the maximum aggregate offering price set forth in the "Calculation of Filing Fee Tables" or "Calculation of Registration Fee" table, as applicable, in the effective registration statement

(iii) To include any material information with respect to the plan of distribution not previously disclosed in the registration statement or any material change to such information in the registration statement;

*Provided, however, That:*

Paragraphs (a)(1)(i) and (a) (1)(ii) of this section do not apply if the information required to be included in a post-effective amendment by those paragraphs is contained in reports filed with or furnished to the Commission by the registrant pursuant to section 13 or section 15(d) of the Securities Exchange Act of 1934 that are incorporated by reference in the registration statement.

(2) That, for the purpose of determining any liability under the Securities Act of 1933, each such post-effective amendment shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

(3) To remove from registration by means of a post-effective amendment any of the securities being registered which remain unsold at the termination of the offering.

(b) The undersigned registrant hereby undertakes that, for purposes of determining any liability under the Securities Act of 1933, each filing of the registrant's annual report pursuant to section 13(a) or section 15(d) of the Securities Exchange Act of 1934 (and, where applicable, each filing of an employee benefit plan's annual report pursuant to section 15(d) of the Securities Exchange Act of 1934) that is incorporated by reference in the registration statement shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

(c) Insofar as indemnification for liabilities arising under the Securities Act of 1933 may be permitted to directors, officers and controlling persons of the registrant pursuant to the foregoing provisions, or otherwise, the registrant has been advised that in the opinion of the Securities and Exchange Commission such indemnification is against public policy as expressed in the Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the registrant of expenses incurred or paid by a director, officer or controlling person of the registrant in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, the registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Act and will be governed by the final adjudication of such issue.

**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, the registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-8 and has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of New York, State of New York, on the 20th day of June, 2024.

**Date:** June 20, 2024

**LIVEPERSON, INC.**

By: /s/ John Collins  
Name: John Collins  
Title: Chief Financial Officer and Chief Operating Officer

## POWER OF ATTORNEY

We, the undersigned officers and directors of LivePerson, Inc. (the “Company”), hereby severally constitute and appoint John Sabino, John Collins, Jeffrey Ford and Monica L. Greenberg, and each of them singly, as our true and lawful attorneys with full power to them, and each of them singly, to sign for us and in our names in the capacities indicated below, the registration statement on Form S-8 filed herewith and any and all subsequent amendments to said registration statement, and generally to do all such things in our names and on our behalf in our capacities as officers and directors to enable the Company to comply with the provisions of the Securities Act of 1933, as amended, and all requirements of the Securities and Exchange Commission, hereby ratifying and confirming our signatures as they may be signed by our said attorneys, or any of them, to said registration statement and any and all amendments thereto.

Pursuant to the requirements of the Securities Act of 1933, this registration statement has been signed by the following persons in the capacities and on the dates indicated.

<b>Signature</b>	<b>Title</b>	<b>Date</b>
<u>/s/ Anthony John Sabino</u> Anthony John Sabino	Chief Executive Officer (Principal Executive Officer) and Director	June 20, 2024
<u>/s/ John Collins</u> John Collins	Chief Financial Officer (Principal Financial Officer) and Chief Operating Officer	June 20, 2024
<u>/s/ Jeffrey Ford</u> Jeffrey Ford	Senior Vice President and Chief Accounting Officer (Principal Accounting Officer)	June 20, 2024
<u>/s/ Jill Layfield</u> Jill Layfield	Chair of the Board	June 20, 2024
<u>/s/ James Miller</u> James Miller	Director	June 20, 2024
<u>/s/ Bruce Hansen</u> Bruce Hansen	Director	June 20, 2024
<u>/s/ Vanessa Pegueros</u> Vanessa Pegueros	Director	June 20, 2024
<u>/s/ William G. Wesemann</u> William G. Wesemann	Director	June 20, 2024
<u>/s/ Kevin C. Lavan</u> Kevin C. Lavan	Director	June 20, 2024
<u>/s/ Yael Zhang</u> Yael Zhang	Director	June 20, 2024

Exhibit 107

CALCULATION OF FILING FEE TABLES

FORM S-8  
(Form Type)

**LivePerson, Inc.**  
(Exact Name of Registrant as Specified in its Charter)

Security Type	Security Class Title	Fee Calculation Rule	Amount Registered <sup>(1)</sup>		Proposed Maximum Offering Price Per Unit		Maximum Aggregate Offering Price	Fee Rate	Amount of Registration Fee
Equity									
	Common Stock, \$0.001 par value per share, reserved for future issuance under the LivePerson, Inc. 2018 Inducement Plan, as amended	Rule 457(c) and Rule 457(h)	1,620,000	(2)	\$0.55	(3)	\$891,000	0.0001476	\$132
	Common Stock, \$0.001 par value per share, reserved for future issuance under the CEO Stock Option Inducement Award	Rule 457(h)	1,000,000	(4)	1.02	(4)	\$1,020,000	0.0001476	\$151
	Rights to Purchase Series A Junior Participating Preferred Stock	(5)	(5)		(5)		(5)	(5)	(5)
	<b>Total Offering Amounts</b>						<b>\$1,911,000</b>		<b>\$283</b>
	<b>Total Fee Offsets</b>								<b>—</b>
	<b>Net Fee Due</b>								<b>\$283</b>

- (1) Pursuant to Rule 416(a) under the Securities Act of 1933, as amended (the “Securities Act”), the registration statement on Form S-8 (the “Registration Statement”) shall also cover any additional shares of common stock of LivePerson, Inc. (the “Registrant”) that become issuable in respect of the securities identified in the above table by reason of any stock dividend, stock split, recapitalization or other similar transaction effected without the Registrant’s receipt of consideration that results in an increase in the number of the outstanding shares of the Registrant’s common stock.
- (2) Represents 1,620,000 additional shares of the Registrant’s common stock that were authorized for issuance under the Registrant’s 2018 Inducement Plan, as amended.
- (3) Estimated in accordance with Rules 457(c) and (h) of the Securities Act, solely for the purpose of calculating the registration fee. The proposed maximum offering price per share of \$0.55 was computed by averaging the high and low prices of a share of the



Registrant's common stock reported on NASDAQ on June 18, 2024, a date within five business days prior to the date of the filing of this Registration Statement.

- (4) Represents 1,000,000 shares of the Registrant's common stock that were authorized for issuance upon exercise of the CEO Stock Option Inducement Award, granted to the Chief Executive Officer of the Registrant in connection with the commencement of his employment, which stock option has an exercise price of \$1.02 and will become exercisable based on achievement of certain performance and time-based vesting conditions. The maximum offering price was calculated in accordance with Rule 457(h) based on the stock option's exercise price of \$1.02.
- (5) The rights to purchase Series A Junior Participating Preferred Stock (the "Purchase Rights") are initially carried with the shares of the Registrant's common stock. The Preferred Stock Purchase Rights currently cannot trade separately from the underlying Common Stock and the value attributable to such Purchase Rights, if any, is reflected in the market price of the shares of the Registrant's common stock. Accordingly, the Purchase Rights do not carry a separate price or necessitate an additional registration fee.

**Exhibit 5.1**

June 20, 2024

LivePerson, Inc.  
530 7<sup>th</sup> Ave., Floor M1  
New York, New York 10018

**Re: LivePerson, Inc. Registration Statement on Form S-8**

Ladies and Gentlemen:

We have acted as counsel to LivePerson, Inc., a Delaware corporation (the “Company”), in connection with the Company’s Registration Statement on Form S-8 (together with any amendments thereto, the “Registration Statement”) filed with the Securities and Exchange Commission (the “Commission”) under the Securities Act of 1933, as amended (the “Securities Act”), relating to the registration of (i) an aggregate of 1,620,000 shares of the Company’s common stock, par value \$0.001 per share (the “Common Stock”), together with the rights to Purchase Series A Junior Participating Preferred Stock (the “Rights”) associated therewith, issuable under the LivePerson, Inc. 2018 Inducement Plan, as amended (the “2018 Inducement Plan”); and (ii) 1,000,000 shares of Common Stock underlying an inducement award in the form of a stock option granted to the Company’s Chief Executive Officer (“CEO”) in connection with the commencement of his employment (the “CEO Stock Option Inducement Award”), together with the Rights associated therewith (such shares of Common Stock issuable under the 2018 Inducement Plan and upon exercise of the CEO Stock Option Inducement Award, collectively, the “Shares”). The terms of the Rights are set forth in the Tax Benefits Preservation Plan, dated as of January 22, 2024, between the Company and Equiniti Trust Company, LLC as rights agent, as amended by Amendment No. 1 thereto, dated as of February 16, 2024, to the Tax Benefits Preservation Plan, between LivePerson, Inc. and Equiniti Trust Company, LLC (such Tax Benefits Preservation Plan, as so amended, the “Rights Agreement”). With your permission, all assumptions and statements of reliance herein have been made without any independent investigation or verification on our part and we express no opinion with respect to the subject matter or accuracy of such assumptions or items relied upon.

In connection with this opinion, we have (i) investigated such questions of law, (ii) examined the originals or certified, conformed, electronic or reproduction copies of such agreements, instruments, documents and records of the Company, such certificates of public officials and such other documents and (iii) received such information from officers and representatives of the Company and others as we have deemed necessary or appropriate for the purposes of this opinion.

In all such examinations, we have assumed the legal capacity of all natural persons, the genuineness of all signatures, the authenticity of original and certified documents and the conformity to original or certified documents of all copies submitted to us as conformed, electronic or reproduction copies. As to various questions of fact relevant to the opinion expressed herein, we have relied upon, and assume the accuracy of, certificates and oral or written statements and other information of or from public officials and officers and representatives of the Company. We have further assumed that the Rights Agreement has been duly authorized, executed and delivered by the Rights Agent.

Based upon the foregoing and subject to the limitations, qualifications and assumptions set forth herein, we are of the opinion that:

1. The Shares registered pursuant to the Registration Statement to be issued by the Company have been duly authorized and, when issued, delivered and paid for in accordance with (i) the terms of the 2018 Inducement Plan, and the applicable award agreement, as applicable, in the case of Shares issuable under the 2018 Inducement Plan and (ii) the terms of the award agreement memorializing the CEO Stock Option

Inducement Award, in the case of Shares issuable upon exercise of the CEO Stock Option Inducement Award, in each case for consideration in an amount at least equal to the par value of such Shares, will be validly issued, fully paid and nonassessable.

2. The Right associated with each Share has been duly authorized and will be a valid and legally binding obligation of the Company when (i) such associated Share shall have been duly issued as set forth in paragraph 1 above and (ii) such Right shall have been duly issued in accordance with the terms of the Rights Agreement.

In rendering the opinion in paragraph 2 above, we (i) have further assumed that the members of the board of directors of the Company (the "Board") have acted in a manner consistent with their fiduciary duties as required under applicable law in adopting the Rights Agreement; and (ii) express no opinion as to the determination that a court of competent jurisdiction may make regarding whether the Board may be required to redeem or terminate, or take other action with respect to, the Rights in the future based on the facts and circumstances then existing. The opinion expressed in paragraph (2) above addresses the Rights and the Rights Agreement in their entirety, and it should be understood that it is not settled whether the invalidity of any particular provision of a rights agreement or the purchase rights issued thereunder would invalidate such rights in their entirety.

The opinions expressed herein are limited to the applicable provisions of the General Corporation Law of the State of Delaware, as currently in effect, and no opinion is expressed with respect to any other laws or any effect that such other laws may have on the opinion expressed herein. The opinions expressed herein are limited to the matters stated herein and no opinion is implied or may be inferred beyond the matters expressly stated herein. We undertake no responsibility to update or supplement this letter after the effectiveness of the Registration Statement.

We hereby consent to the filing of this opinion as an exhibit to the Registration Statement. In giving this consent, we do not hereby admit that we are in the category of persons whose consent is required under Section 7 of the Securities Act or the rules and regulations of the Commission.

Very truly yours,

/s/ FRIED, FRANK, HARRIS, SHRIVER & JACOBSON LLP

FRIED, FRANK, HARRIS, SHRIVER & JACOBSON LLP



Tel: 212-371-4446  
Fax: 212-371-9374  
www.bdo.com

200 Park Ave, 38th Floor  
New York, NY 10166

**Exhibit 23.1**

Consent of Independent Registered Public Accounting Firm

We hereby consent to the incorporation by reference in the Registration Statement of our reports dated March 4, 2024, relating to the consolidated financial statements and the effectiveness of internal control over financial reporting, of LivePerson, Inc. (the Company) appearing in the Company's Annual Report on Form 10-K for the year ended December 31, 2023.

/s/ BDO USA, P.C.  
New York, New York  
June 20, 2024

BDO USA, P.C., a Virginia professional corporation, is the U.S. member of BDO International Limited, a UK company limited by guarantee, and forms part of the international BDO network of independent member firms.

BDO is the brand name for the BDO network and for each of the BDO Member Firms.

**Amendment to the LivePerson, Inc. 2018 Inducement Plan**

This Amendment (this "Amendment") of the LivePerson, Inc. 2018 Inducement Plan, is dated as of May 17, 2024.

**WHEREAS**, LivePerson, Inc. (the "Company") maintains the LivePerson, Inc. 2018 Inducement Plan (the "Plan");

**WHEREAS**, the Plan has been amended several times, most recently on February 13, 2024; and

**WHEREAS**, the Board of Directors of the Company deems it to be in the best interest of the Company to further amend the Plan to increase the number of shares available for issuance under the Plan by 1,620,000 shares.

**NOW, THEREFORE**, the Plan (as amended to date), shall be further amended as follows:

1. Stock Available for Awards. Subsection 4(a)(1) of the Plan shall be deleted in its entirety and the following substituted in lieu thereof:

(a)(1) *Number of Shares*. Subject to adjustment under Section 9, Awards may be made under the Plan for up to the number of shares of common stock, \$0.001 par value per share, of the Company (the "Common Stock") that is equal to 13,079,009 shares of Common Stock.

2. Except as expressly amended by this Amendment, all terms and conditions of the Plan shall remain in full force and effect.

**IN WITNESS WHEREOF**, the undersigned Secretary of the Company certifies that the foregoing Amendment to the Plan was duly adopted by the Board of Directors.

**LIVEPERSON, INC.**

/s/ Monica Greenberg

\_\_\_\_\_  
By: Monica Greenberg  
Title: General Counsel

**LIVEPERSON, INC.  
2018 INDUCEMENT PLAN**

**NONSTATUTORY STOCK OPTION AGREEMENT**

1. Grant of Option.

LivePerson, Inc., a Delaware corporation (the “Company”), hereby grants, as of March 25, 2024 (the “Grant Date”), an option (“Option”) to purchase 1,000,000 shares of the Company’s Common Stock (“Common Stock”), \$0.001 par value per share (“Shares”), at an exercise price equal to \$1.020000 per Share (the “Exercise Price”), to Anthony J. Sabino (the “Participant”), as an inducement for the Participant to become an employee of the Company, subject to all of the terms, definitions and provisions of this Nonstatutory Stock Option Agreement (this “Stock Option Agreement”) and the Amended and Restated LivePerson, Inc. 2018 Inducement Plan, as may be amended from time to time (the “Plan”), which is incorporated herein by reference.

It is intended that the Option evidenced by this Stock Option Agreement shall not be an “incentive stock option,” as defined in Section 422 of the Internal Revenue Code of 1986, as amended, and any regulations promulgated thereunder (the “Code”). Except as otherwise indicated by the context, the term “Participant,” as used in this Stock Option Agreement, shall be deemed to include any person who acquires the right to exercise the Option validly under its terms.

2. Definitions. Unless otherwise provided herein, all capitalized terms in this Stock Option Agreement shall have the meaning assigned to them in the Plan. For purposes of this Stock Option Agreement, “Company” or “LivePerson” shall include LivePerson, Inc. and any other affiliated entity to which the Participant provides services; provided, that such entity’s prospective employees are generally eligible to receive awards of Options pursuant to the Plan.

3. Vesting and Exercise Schedule. The Option is subject to (i) performance-based vesting conditions, as set forth in Section 3(a) below (“Performance-Based Conditions”), and (ii) time-based vesting conditions, as set forth in Section 3(b) below (“Time-Based Conditions”). Except as otherwise provided herein or in the Plan, the Option will vest and become exercisable as to the Shares subject to the Option only to the extent both the Performance-Based Conditions and Time-Based Conditions are satisfied.

- a. Performance-Based Conditions. The Performance-Based Conditions will be deemed satisfied as to (i) 500,000 of the Shares subject to the Option on the date that the Average Price equals or exceeds \$8.00 (the “First Hurdle”), and (ii) 500,000 of the Shares subject to the Option on the date that the Average Price equals or exceeds \$13.00 (the “Second Hurdle”), in either case, subject to Participant’s continued employment through such date. Notwithstanding the foregoing, the First Hurdle may only be achieved prior to January 10, 2027, and the Second Hurdle may only be achieved prior to January 10, 2028, in either case, unless otherwise determined by the Board prior to the applicable date. As of the date a Performance-Based Condition is no longer achievable, the applicable portion of the Option will be forfeited and cancelled for no consideration. For

purposes of this Stock Option Agreement, the “Average Price” means the average closing price of the Common Stock on a rolling 30-day trading basis.

- b. Time-Based Conditions. The Time-Based Conditions will be deemed satisfied as to (i) 500,000 of the Shares subject to the Option on the second anniversary of the Grant Date, and (ii) 1/24<sup>th</sup> of the Shares subject to the Option in equal monthly installments thereafter, in each case, subject to Participant’s continued employment through such date.
- c. Termination During a Change in Control Window. In the event the Participant’s employment with the Company is terminated (i)(A) by the Company other than for “Cause” or (B) by the Participant for “Good Reason,” in either case, during a “Change in Control Window” and (ii) where the termination is not a result of the Participant’s death or “Disability” (as such terms are defined in the Employment Agreement by and between the Company and the Participant, dated as of December 27, 2023 (the “Employment Agreement”)), subject to the conditions set forth in Section 3.2(c) of the Employment Agreement, (y) any remaining Time-Based Conditions will be deemed satisfied, and (z) the Performance-Based Conditions will be deemed satisfied as to (i) 500,000 of the Shares subject to the Option if the per-Share consideration in connection with the Change in Control equals or exceeds \$8.00, and (ii) 500,000 of the Shares subject to the Option if the per-Share consideration in connection with the Change in Control equals or exceeds \$13.00, such that the Option will be deemed vested and exercisable to the extent the Performance-Based Conditions are satisfied in connection with the Change in Control as of the later to occur of the termination and the Change in Control. To the extent that the Performance-Based Conditions are not satisfied in connection with a Change in Control, the Option will be forfeited and cancelled at the time of the Change in Control for no consideration.

The right of exercise shall be cumulative so that to the extent the Option is not exercised in any period to the maximum extent permissible it shall continue to be exercisable, in whole or in part, with respect to all Shares for which it is vested until the earlier of the day prior to the Expiration Date (as defined below) (the “Final Exercise Date”) or the termination of the Option under Section 5 hereof or the Plan. The Participant understands and agrees that the Option is granted subject to and in accordance with the terms and conditions of the Plan. The Participant further agrees to be bound by the terms and conditions of the Plan and the terms and conditions of the Option as set forth in this Stock Option Agreement. In the event of a conflict between the terms and conditions of the Plan and the terms and conditions of this Stock Option Agreement, the terms and conditions of this Stock Option Agreement will prevail.

#### 4. Exercise of Option.

- a. Form of Exercise. Each election to exercise the Option shall be in writing, signed by the Participant, and received by the Company at its principal office, accompanied by this Stock Option Agreement, and payment in full in the manner provided in the Plan. The Participant may only purchase Shares subject to the vested portion of the Option and may purchase less than the total number of Shares subject hereto; provided, that no partial exercise of the Option may be for any fractional Share.

b. Continuous Relationship with the Company Required. Except as otherwise provided herein, the Option may not be exercised unless the Participant, at the time he exercises the Option, is, and has been at all times since the Grant Date, an employee of the Company (an “Eligible Participant”).

5. Termination of Option. Any unexercised portion of the Option shall automatically and without notice terminate at the time of the earliest to occur of the following:

a. Expiration of Option. The right to exercise the Option shall terminate on the tenth anniversary of the Grant Date (the “Expiration Date”).

b. Termination as an Eligible Participant Generally. Except as provided in Sections 5(c) and 5(d) of this Stock Option Agreement, if the Participant ceases to be an Eligible Participant for any reason, the right to exercise the Option shall terminate three months after such cessation.

c. Termination Due to Death or Disability. If the Participant ceases to be an Eligible Participant by reason of the Participant’s death or “Disability” (as defined in the Employment Agreement), the right to exercise the Option shall terminate 12 months after such cessation.

d. Termination for Cause. If the Participant ceases to be an Eligible Participant by reason of the Company’s termination of the Participant’s employment with the Company for “Cause” (as defined in the Employment Agreement), the right to exercise the Option will terminate immediately upon such cessation.

e. Inappropriate Activity. If at any time, the Participant violates Section 4 of the Employment Agreement, any restrictive covenant provisions contained in any other employment contract, confidentiality and nondisclosure agreement or other agreement between the Participant and the Company, the right to exercise the Option shall terminate immediately upon such violation.

6. Clawback/Recoupment. Notwithstanding any other provisions in this Stock Option Agreement or any other agreement between the Company and the Participant to the contrary, this Stock Option Agreement, the Option granted hereunder, the Shares received upon exercise of the Option and/or the gains realized upon a subsequent sale of such Shares by the Participant shall be subject to repayment or forfeiture by the Participant to the Company in accordance with the terms and conditions of the Company’s Amended and Restated Omnibus Clawback Policy or any other “clawback” policy or mandatory recoupment policy adopted by the Company from time to time.

7. Withholding. No Shares will be issued pursuant to the exercise of the Option unless and until the Participant pays to the Company, or makes provision satisfactory to the Company for payment of, any federal, state or local withholding taxes required by law to be withheld in respect of the Option.

8. Transfer Restrictions. The Option may not be sold, assigned, transferred, pledged or otherwise encumbered by the Participant, either voluntarily or by operation of law, except by will or the



laws of descent and distribution, and, during the lifetime of the Participant, the Option shall be exercisable only by the Participant. The designation of a beneficiary does not constitute a transfer.

9. No Guarantee of Continued Employment. Nothing in this Stock Option Agreement or in the Plan shall confer upon the Participant any right to continue in service for any period of specific duration or interfere with or otherwise restrict in any way the rights of the Company (or any Parent or Subsidiary employing the Participant) or of the Participant, which rights are hereby expressly reserved by each, to terminate the Participant's service at any time for any reason, with or without cause.

10. Address for Notices. Any notice to be given to the Company under the terms of this Stock Option Agreement will be addressed to the Company, in care of its Secretary at LivePerson, Inc., 530 7<sup>th</sup> Ave, New York, New York 10018, or at such other address as the Company may hereafter designate in writing.

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

12. Electronic Delivery and Language. The Company may, in its sole discretion, decide to deliver any documents related to the Option, any future stock options or other equity awards granted by the Company, whether under the Plan or otherwise, or any other Company securities by electronic means or request the Participant's consent to participate in the Plan by electronic means. The Participant hereby consents to receive such documents by electronic delivery and agrees to participate in the Plan through any on-line or electronic system established and maintained by the Company or another third party designated by the Company.

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

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

15. Entire Agreement. This Stock Option Agreement, the Employment Agreement and the Plan constitute the entire understanding of the parties on the subjects covered. The Participant expressly warrants that he is not accepting this Stock Option Agreement in reliance on any promises, representations, or inducements other than those contained herein.

16. Amendment, Suspension or Termination of the Plan. By accepting the Option, pursuant to the terms of this Stock Option Agreement, the Participant expressly warrants that he has received an award under the Plan, and has received, read and understood the Plan. The Participant understands that the Plan is discretionary in nature and may be amended, suspended or terminated by the Company at any time.

17. Choice of Law and Forum. This Stock Option Agreement shall be governed by, and construed in accordance with, the laws of the State of New York without regard to principles of

conflict of laws. For purposes of resolving any dispute that may arise directly or indirectly from this Stock Option Agreement, the parties hereby agree that any such dispute that cannot be resolved by the parties be submitted to the exclusive jurisdiction of the state courts of New York or the federal courts for the United States for the Southern District of New York.

By the Participant's acceptance of this Stock Option Agreement, the Participant and the Company agree that this award of Options is granted under and governed by the terms and conditions of this Stock Option Agreement and the Plan, and any ancillary documents, all of which are being delivered simultaneously with, and made a part of, this Stock Option Agreement. In addition, the Participant acknowledges and agrees that the Participant has reviewed the Plan and this Stock Option Agreement in their entirety, has had an opportunity to obtain the advice of counsel prior to accepting this Stock Option Agreement and fully understand all provisions of the Plan and this Stock Option Agreement. The Participant hereby agrees to accept as binding, conclusive and final all decisions or interpretations of the Board upon any questions relating to the Plan and this Stock Option Agreement. The Participant further agrees to promptly notify the Company in writing upon any change in the Participant's residence address.