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Master Services Agreement

This Master Services Agreement ("**Agreement**") shall be effective as of the date of the last signature ("**Effective Date**") is entered into by and between **Freshworks Inc.**, a Delaware corporation ("**Freshworks** or "**Provider**") and the entity identified on the SOF (defined below) ("**Customer**"). In consideration of the terms and conditions set forth below, the parties agree as follows:

1.   **Provision of Service.** Freshworks will make the Services and Software available to Customer pursuant to this Agreement, the Supplemental Terms (where applicable), the applicable SOF, and the Documentation, and provide such Services in accordance with this Agreement, including the Data Processing Addendum ("DPA"), the Professional Services Agreement ("PSA"), the BAA (if applicable), the Privacy Notice, and laws and government regulations applicable to Freshworks' business, during each Subscription Term. During the Subscription Term, Freshworks grants to Customer a limited, non-exclusive right to access and use the Services and Software only for its internal business purposes, for up to the number of Users included in the Service Plan or otherwise noted in the SOF, including the right to download, install and use the Mobile Apps in connection with the authorized use of the Services.

2.   Responsibilities of Customer

a.   **Customer Account.** Customer may need to register for an Account in order to place orders or access or receive the Services. Customer agrees to keep its Account information current, accurate and complete so that Freshworks may send notices, statements and other information to Customer via email or through its Account, which notifications will be subject to this Agreement and the Privacy Notice. Customer will be responsible for maintaining the confidentiality of User login information and credentials for accessing the Services and will notify Freshworks promptly of any loss, misuse, or unauthorized disclosure of such login information and/or credentials of which Customer becomes aware. Freshworks and its Affiliates will not be liable for any damage or loss that may result from Customer's breach of the foregoing obligations.

b.   **Use Restrictions.** Customer agrees not to use the Freshworks Technology (as defined below) to: (i) process data on behalf of any third party other than Customer's Users and End Users; (ii) send unsolicited communications, junk mail, spam, or other forms of duplicative or unsolicited messages in violation of spamming or other laws; (iii) use the Service or Freshworks Technology in violation of applicable law (iv) store or transmit any content that infringes upon any third party's intellectual property rights; (v) interfere with or disrupt the integrity or performance of the Services and

their components; (vi) post, transmit, upload, link to, send or store any content that is unlawful, racist, hateful, abusive, libelous, obscene, or discriminatory; (vii) post, transmit, upload, link to, send or store any viruses, malware, Trojan horses, time bombs, or any other similar harmful software; (viii) track cookies, ad exchanges, ad networks, data brokerages, or to send electronic communications (including e-mail) in violation of applicable law.

In addition, Customer will not: (ix) license, sublicense, sell, resell, rent, lease, transfer, assign, distribute, time share or otherwise commercially exploit or make the Freshworks Technology available to any third party other than Users and End Users, and then only in furtherance of its permitted business purposes as expressly permitted by this Agreement; (x) modify, adapt, or hack the Freshworks Technology or otherwise gain or attempt to gain unauthorized access to the Freshworks Technology, its related systems or networks; (xi) falsely imply any sponsorship or association with Freshworks; (xii) decompile, reverse engineer, disassemble, reproduce, or copy or otherwise access or discover the source code or underlying program of any portion of Freshworks Technology.

3.   Customer Data

a.   **Use of Customer Data.** As between the parties, Customer and its licensors retain all right, title and interest (including any and all intellectual property rights) in and to the Customer Data and any modifications made thereto in the course of the operation of the Freshworks Technology. Subject to the terms of this Agreement, Customer hereby grants to Freshworks and its Affiliates a non-exclusive, worldwide, royalty-free right to process the Customer Data solely to the extent necessary to provide the Services, Software, Mobile Apps, and perform all related obligations owed to Customer under this Agreement, or as may be required by law. Customer is solely responsible for the accuracy, content and legality of all Customer Data. Customer warrants that Customer has and will have sufficient rights in the Customer Data to grant the rights to Freshworks under this Agreement. Customer agrees not to upload any Customer Data containing electronic patient health records or information ("ePHI") unless Customer has entered into a business associate agreement with

Freshworks, which will govern the parties' respective obligations with respect to any ePHI uploaded by Customer to the Services, Software, or Mobile Apps ("BAA"). Upon mutual execution of a BAA, the BAA is incorporated by this reference into this Agreement and is subject to its terms. If Customer is permitted to submit ePHI data into the Service, Software or Mobile App, then Customer may submit such data to Freshworks and/or the Service only by uploading it as Customer Data. Unless a BAA is in place, Freshworks will have no liability under this Agreement for ePHI supplied by Customer or any User or End User, notwithstanding anything to the contrary in this Agreement or in HIPAA or any similar federal or state laws, rules or regulations. Customer agrees not to upload credit cardholder data to the Service, Software or Mobile App unless Customer's SOF expressly states that Customer is purchasing the PCI-compliant version of such offerings.

b. **Data Security.** The parties will comply with the terms of the DPA , which is incorporated into this Agreement by this reference, with respect to the provision and processing of Personal Data as defined in the DPA. Freshworks will use appropriate technical and organizational measures in the Services to protect the Customer Data from unauthorized access, processing, loss, or disclosure. Freshworks measures are designed to provide a level of security appropriate to the risk of processing the Customer Data within the Services. Customer understands that Freshworks and its Affiliates will process Customer Data in accordance with applicable data protection laws, this Agreement, including the DPA, and the Privacy Notice.

4. **Intellectual Property**

a. **Ownership Rights.** Customer Data is Customer's Confidential Information under this Agreement. Customer and its licensors retain all right, title and interest in and to the Customer Data and all of Customer's Confidential Information provided under this Agreement, and Freshworks obtains no rights in the foregoing except for the express rights granted in this Agreement and the Privacy Notice. Freshworks and its licensors retain all right, title, and interest in and to Freshworks Technology. Customer acknowledges that the Services are offered as online, hosted solutions, and that Customer has no right to obtain a copy of the underlying computer code for any Services, except (if applicable) for any downloadable Software, in object code format. Freshworks may freely use and incorporate into Freshworks' products and services any suggestions, enhancement requests, recommendations, corrections, or other feedback provided by Customer or by any Users or End Users relating to Freshworks' products or services. Feedback and any other suggestions are

provided by Customer exclusively "AS IS," in Customer's sole discretion, and will not be used by Freshworks in any way that identifies or permits identification of Customer, its Affiliates, Users, or End Users.

b. **Usage Data.** Usage Data includes but is not limited to query logs, and any data (other than Customer Data) relating to the operation, support and/or about Customer's use of the Services, Software, Freshworks' websites, Freshworks' APIs, or the Freshworks marketplace ("**Usage Data**"). Notwithstanding anything to the contrary in this Agreement, Freshworks may collect and use Usage Data to develop, improve, support, and operate its products and services. Freshworks may share Usage Data that includes Customer's Confidential Information with third parties to the extent necessary to provide the Service and in accordance with Section 7 (Confidentiality) of this Agreement. Freshworks may also utilize Customer Data for its internal business purposes and such Customer Data has been aggregated and anonymized such that Customer and Customer's Users and End Users cannot be identified.

c. **Updates**. Freshworks may update the Services and Software from time to time and Customer may receive notifications of Updates. Any Updates to the Services and Software are subject to this Agreement. Customer agrees that its purchase of the Services and Software is neither contingent upon the delivery of any future functionality or features, nor dependent upon any oral or written public comments made by Freshworks with respect to future functionality or features.

d. **Other Services.** Certain other services, such as third-party applications, are made available to Customer through the Freshworks Marketplace (currently located at https://www.freshworks.com/apps/) or other forums ("**Third Party Services**"). These Third Party Services may integrate with the Services and are not licensed by Freshworks pursuant to this Agreement, but are governed by the third party provider's terms and conditions and privacy policies that accompany them, which Customer must separately accept. By enabling Third Party Services, Customer understands and agrees that Freshworks is neither responsible for Customer's use of these Third Party Services, nor does it provide any warranties whatsoever for these Third Party Services. Freshworks is not liable for any damage or loss caused or alleged to be caused by or in connection with Customer's enablement, access or use of any such Third Party Services, or Customer's reliance on the privacy practices, data security processes or other policies of such Third Party Services. Customer understands that Freshworks is not responsible for providing technical support for the Third Party Services and that Freshworks is not responsible for the data hosting and data transfer practices followed by the providers of such Third-Party Services.

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5. Fees and Payment

a. **Fees and Payment**. All charges associated with Customer's Account ("Fees") are set forth in the applicable SOF or Website, and are due and payable in full within thirty (30) days from the invoice date or as stated in the applicable SOF. Payment obligations are non-cancelable, regardless of utilization by the Customer and except as expressly permitted in this Agreement, Fees paid are non-refundable. Customer will pay the Fees through an accepted payment method as specified in the applicable SOF or Website. Customer's subscription to the Services will renew for a Subscription Term in accordance with the renewal terms and conditions set forth in Section 6(b) below. During the Term, the Customer may not reduce their Service Plan or User count. All payments shall be governed by the Local Government Prompt Payment Act, as set forth in Part VII, Chapter 218, Florida Statutes, specifically §218.73(2)(d) or any subsequent statute thereof.

b. **Late Payments**. If undisputed Fees are more than thirty (30) days overdue, then, following written notification from Freshworks, Freshworks may suspend Customer's access to the Freshworks Technology, including, without limitation, Customer's Account, until such unpaid Fees are paid in full.

c. **Payment Disputes**. Freshworks will not exercise its rights under Section 5(b) (Late Payments), 6(d) (Termination for Cause) or Section 6(c)(i) (Suspension of Service) with respect to non-payment by Customer if Customer is disputing the applicable charges reasonably and in good faith and is cooperating diligently to resolve the dispute. If the parties are unable to resolve such a dispute within thirty (30) days, each party will have the right to seek any remedies it may have under this Agreement, at law or in equity, irrespective of any terms that would limit remedies on account of a dispute. For clarity, any undisputed amounts must be paid in full.

d. **Applicable Taxes**. The Fees do not include any taxes, levies, duties or similar governmental assessments, including value-added, sales, use or withholding taxes assessable by any local, state, provincial or foreign jurisdiction (collectively "**Taxes**"). Customer agrees to pay applicable direct or indirect Taxes associated with its purchases hereunder, which, to the extent Freshworks is legally required to collect the same, will be itemized on the Freshworks invoice. If Customer has an obligation to withhold any amounts under any law or tax regime (other than U.S. income tax law), Customer will gross up the payments so that the Freshworks receives the amount actually quoted and invoiced. Customer will provide Freshworks with a valid tax exemption certificate authorized by the appropriate taxing authority, which is deemed requested upon Customer's execution of this

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Agreement or any applicable SOF, or your use of the Services. Additional information on how Freshworks may apply tax requirements can be found at https://www.freshworks.com/company/sales-and-service-tax-faqs/.

e. **Orders by Affiliates**. Customer's Affiliates may purchase Services directly from Freshworks by executing an SOF which is governed by the terms of this Agreement. Such SOF will establish a new and separate agreement between the Customer's Affiliate and the Freshworks entity signing such SOF. If the Affiliate resides in a different country than Customer, then the SOF may include modifications to terms applicable to the transaction(s) (including but not limited to tax terms and governing law).

f. **Purchases from Channel Partners**. Customer may procure use of any Services, Software, or Mobile Apps from a third-party authorized reseller of Freshworks, including third party marketplaces ("**Channel Partner**") pursuant to a separate agreement with the Channel Partner. Customer's use of any Services, Software, or Mobile Apps procured through a Channel Partner will be subject to the terms of this Agreement, and all fees payable (including all applicable taxes) for such use will be payable to the Channel Partner pursuant to the terms agreed to between Customer and Channel Partner. Customer understands and agrees that, if Customer purchased the Services, Software, or Mobile Apps subscriptions via a Channel Partner, service credits and refunds payable under this Agreement may be payable or applied by Channel Partner acting on behalf of Freshworks in proportion to the fees paid by Customer to the Channel Partner, and the discharge by the Channel Partner of such obligations will relieve Freshworks of the same under this Agreement.

6. Term, Termination and Suspension

a. **Term**. This Agreement is effective as of the Effective Date (or, for online Customers, the date of sign up on the Website) and will continue through the then-current Subscription Term. Service Plans commence on the start date specified in the relevant SOF (or, for online Customers, the date of sign up on the Website) and continue for the Subscription Term specified therein.

b. **Renewal**. Customer's subscription to the Services will renew upon mutual agreement between the Parties for any subsequent Subscription Term. Freshworks reserves the right to increase the Fees at the beginning of each Subscription Term.

c. **Suspension**. Freshworks may suspend Customer's access to the Services, Software, Mobile Apps and/or Customer's Account, on the following grounds: (i) late payment/non-payment of undisputed Fees, per the process noted in Section 5(b) above; (ii) non-renewal of the Services by Customer; (iii) Customer's or its Users' breach

of Section 2 (Use Restrictions); or (iv) in the event suspension is deemed necessary by Freshworks to prevent or address the introduction of Malicious Software (as defined in Section 8.b below), a security incident, or other harm to Customer, Freshworks, or Freshworks' other customers. Freshworks will notify Customer of any such suspension. Freshworks will use diligent efforts to attempt to limit, where commercially feasible, the suspension to affected Users or Freshworks Technology, and will immediately restore the availability of the same as soon as the issues leading to the suspension are resolved. Such suspension will in no way affect Customer's other obligations under this Agreement.

d. **Termination for Cause.** Either party may terminate this Agreement by written notice to the other party in the event that (i) such other party materially breaches this Agreement and does not cure such breach within thirty (30) days of such notice, or (ii) immediately in the event the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors.

e. **Free Trial Customers.** Upon the expiration of Customer's free trial, Freshworks may immediately suspend Customer's access to the Services. Customer must export Customer Data before the end of the free trial or Customer Data will be permanently deleted. Freshworks will have no obligation to maintain, store or otherwise retain Customer Data beyond the end of the free trial period.

f. **Data Export.** Upon termination or expiration of this Agreement or any SOF for any reason, Customer's access to the Services, Software, Mobile Apps, APIs and other Freshworks Technology will terminate. Freshworks strongly recommends that Customer export all Customer Data before Customer closes Customer's Account. Customer agrees, following the termination or expiration of this Agreement or an unrenewed Subscription Term, that Customer Data will be retained or deleted in accordance with the Supplemental Terms, as applicable to Customer. Where Customer Data is retained by Freshworks and can be exported, and provided that Customer is current on its payment obligations as described in Section 5, Customer may contact Freshworks within fourteen (14) days following the effective date of termination to have Freshworks export Customer's Customer Data. Customer Data cannot be recovered once it is deleted.

7. **Confidentiality.**

a. Each party will protect the other's

Confidential Information from unauthorized use, access, or disclosure in the same manner as it protects its own Confidential Information of similar nature or importance, and in any event, using no less than reasonable care. Except as otherwise expressly permitted pursuant to this Agreement, the receiving party may use the disclosing party's Confidential Information solely to exercise its respective rights and perform its respective obligations under this Agreement, and will disclose such Confidential Information solely to those of its respective employees, representatives and agents who have a need to know such Confidential Information for such purposes and who are bound by obligations to maintain the confidentiality of, and not misuse, such Confidential Information. The provisions of this section will supersede any non-disclosure agreement by and between the parties entered into prior to this Agreement that would purport to address the confidentiality of any information shared by the parties, including Customer Data, and such agreement will have no further force or effect with respect to the foregoing. If the receiving party is required by law or court order to disclose Confidential Information of the disclosing party, then the receiving party will, to the extent legally permitted, provide the disclosing party with advance written notification and cooperate in any effort to obtain confidential treatment of the Confidential Information. The receiving party acknowledges that disclosure of Confidential Information would cause substantial harm for which damages alone would not be a sufficient remedy, and therefore that upon any such disclosure by the receiving party, the disclosing party will be entitled to seek appropriate equitable relief in addition to whatever other remedies it might have at law.

b. **Florida Public Records Act.** Notwithstanding the foregoing confidentiality obligations within Section 7(a) above, Freshworks acknowledges that Customer is a public body and is subject to laws pertaining to public records, including Florida's public records act, listed within Chapter 119 of the Florida Statutes (the "Act"). Customer agrees not to voluntarily disclose any of the following that Customer obtains from Freshworks as a result of this Agreement, including, without limitation: (i) trade secrets; (ii) any records, information, documents, or other materials that include a "confidential", "proprietary", or similar classified designation (i.e. non-public business information, SOC 2 report, any Documentation related to Our Services or Websites, etc.), or (iii) any Personal Data (as may be subject to any Applicable Data Protection Laws). Should Customer receive a written request to disclose anything requested from subclauses (i) through (iii)

within the preceding sentence or any other record that Customer believes in good faith is not exempted from disclosure under the Act, then Customer agrees to immediately notify Freshworks in writing of such request and allow Freshworks five business days to elect to seek a protective order barring release from a court of competent jurisdiction in Florida at its own expense; provided that, if Customer is ordered by the Attorney General's Office of the State of Florida or the Courts of the State of Florida to provide the requestor anything, such disclosure shall be limited to the extent reasonably believed to be required.

8. Warranties/Disclaimer of Warranties

a. **Service Warranty.** Freshworks warrants that the Services, Software or Mobile Apps will perform in all material respects in accordance with the Documentation. Provided that Customer provides written notice of a claim within thirty (30) days after first becoming aware of a breach of the foregoing warranty, Freshworks will use diligent efforts to correct the Services, Software, or Mobile Apps so the foregoing warranty is met, and if Freshworks is unable to make such corrections in a timely manner, either party may terminate the applicable SOF, and Customer, as its sole and exclusive remedy, will be entitled to receive a refund of any unused Fees that Customer has pre-paid for the applicable Services, Software or Mobile Apps purchased thereunder. This warranty will not apply if the error or non-conformance was caused by Customer's breach of this Agreement or Customer's or its Users' misuse of the Services, Software, and Mobile Apps, modifications to the Services, Software, and Mobile Apps by anyone other than Freshworks or its representatives, or third-party hardware, software, or services used in connection with the Services, Software, and Mobile Apps.

b. **Malware Warranty.** Freshworks warrants that the Services hosted by Freshworks will be monitored using commercially available means to attempt to detect and prevent the introduction of any computer instructions, circuitry or other technology means whose purpose or effect is to disrupt, damage or interfere with the authorized use of, or allow access to, the computer and communications facilities or equipment of Freshworks or Customer, including, without limitation, any code containing viruses, Trojan horses, worms, backdoors, trap doors, time-out devices or similar destructive or harmful code or code that self-replicates (collectively, "**Malicious Software**").

c. **Warranty Disclaimer**. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, NEITHER PARTY MAKES ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, AND ALL SUCH WARRANTIES ARE HEREBY DISCLAIMED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT.

9. Limitation of Liability

a. SUBJECT TO APPLICABLE LAW AND NOTWITHSTANDING ANYTHING ELSE IN THIS AGREEMENT, IN NO EVENT WILL EITHER PARTY BE LIABLE FOR SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES (INCLUDING WITHOUT LIMITATION DOWNTIME COSTS, LOSS OF DATA, RESTORATION COSTS, LOST PROFITS, OR COST OF COVER) REGARDLESS OF WHETHER SUCH CLAIMS ARE BASED ON CONTRACT, TORT, WARRANTY OR ANY OTHER LEGAL THEORY.

b. EXCEPT FOR AN ACTION BROUGHT FOR GROSS NEGLIGENCE WILLLFUL MISCONDUCT, FRAUD, DATA CLAIMS, IP CLAIMS, OR CUSTOMER'S OR ITS AFFILIATES BREACH OF SECTION TWO OF THIS AGREEMENT, EACH PARTY'S AGGREGATE LIABILITY AND THAT OF ITS AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, SUPPLIERS AND LICENSORS, UNDER THIS AGREEMENT WILL NOT EXCEED THE FEES RECEIVED OR PAYABLE TO FRESHWORKS IN THE TWELVE MONTHS PRECEDING THE CLAIM ("**THE GENERAL LIABILITY CAP**").

c. IN THE CASE OF IP CLAIMS AND DATA CLAIMS, FRESHWORKS AND ITS AFFILIATES' TOTAL LIABILITY TO THE CUSTOMER AND ITS AFFILIATES FOR ALL SUCH CLAIMS IN THE AGGREGATE (FOR DAMAGES OR LIABILITY OF ANY TYPE) WILL NOT EXCEED TWO TIMES (2X) THE GENERAL LIABILITY CAP ("**SUPERCAP**").

d. IN NO EVENT WILL EITHER PARTY (OR ITS RESPECTIVE AFFILIATES) BE LIABLE FOR THE SAME EVENT UNDER BOTH THE GENERAL LIABILITY CAP AND THE SUPERCAP. SIMILARLY, THE FOREGOING CAPS WILL NOT BE CUMULATIVE; IF A PARTY (AND/OR ITS AFFILIATES) HAS ONE OR MORE CLAIMS SUBJECT TO EACH OF THOSE CAPS, THE MAXIMUM TOTAL LIABILITY FOR ALL CLAIMS IN THE AGGREGATE WILL NOT EXCEED THE APPLICABLE CAP.

e. THE PARTIES AGREE THAT THIS SECTION 9 WILL APPLY REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE AND WILL APPLY EVEN IF ANY

LIMITED REMEDY SPECIFIED IN THIS AGREEMENT IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE. THE APPLICABLE MONETARY CAPS SET FORTH IN THIS SECTION WILL APPLY ACROSS THIS AGREEMENT AND ANY AND ALL SEPARATE AGREEMENT(S) ON AN AGGREGATED BASIS, WITHOUT REGARD TO WHETHER ANY INDIVIDUAL CUSTOMER AFFILIATES HAVE EXECUTED A SEPARATE SOF.

10. INTENTIONALLY OMITTED

11. Miscellaneous.

a. **Use of Third Parties for Payment Processing.** Freshworks may use a third-party service provider to manage payment processing provided that such service provider is not permitted to store, retain, or use Customer's payment account information except to process Customer's payment information for Freshworks. Customer must notify Freshworks of any change in Customer's payment account information, either by updating Customer's Account or by e-mailing Freshworks at support@freshworks.com.

b. **Assignment.** Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the other party's prior written consent (not to be unreasonably withheld); provided, however, either party may assign this Agreement in its entirety (including all SOFs), without the other party's consent to its Affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets upon providing reasonable notice to Customer if the assignee agrees to comply with the terms of this Agreement. Any attempted assignment in violation of this section will be null and void.

c. **Entire Agreement.** This Agreement, together with any SOF, the Privacy Notice, and Supplemental Terms, constitutes the entire agreement and supersedes any and all prior agreements or communications between Customer and Freshworks regarding the subject matter hereof. In the event of a conflict between the Privacy Notice, the Supplemental Terms, or any SOF or purchase order and this Agreement, the order of precedence will be, first, the Privacy Notice, second, the SOF, third, the Supplemental Terms, and fourth, this Agreement. If any provision in this Agreement is held by a court of competent jurisdiction to be unenforceable, such provision will be modified by the court and interpreted so as to best accomplish the original provision, and the remaining provisions of this Agreement will remain in effect.

d. **Publicity Rights.** Freshworks may not use Customer's official seal for marketing or publicity purposes as prohibited by §165.043, Florida Statutes. Freshworks acknowledges and agrees to obtain prior written consent from Customer prior to using any of Customer's protected service marks or Customer's likeness for any reason, including marketing purposes; such written request must specifically identify the desired use and the period of use. Any authorization granted by Customer pursuant to this section shall terminate at the expiration or termination of the Agreement..

e. **Relationship of the Parties.** The parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship among the parties.

f. **Survival.** Sections 2.b (Use Restrictions), 4 (Intellectual Property), 5 (Fees and Payment), 6 (Term, Termination and Suspension), 7 (Confidentiality), 8.c (Warranty Disclaimer), 9 (Limitation of Liability), 10 (Indemnification), 11.c (Entire Agreement), 11.f (Survival), 11.g. (Notices), 11.j (Governing Law) and 11.k (Dispute Resolution) and 12 (Definitions) will survive any termination of termination of the Agreement. Termination of this Agreement will not limit either party's liability for obligations accrued as of or prior to such termination or for any breach of this Agreement.

g. **Notices.** All notices to be provided by one party to the other under this Agreement may be delivered in writing by (i) nationally recognized overnight delivery service or US mail to the mailing address provided below or (ii) or (ii) electronic mail to the e-mail address provided for Customer's Account. The address for a notice to Freshworks is: Freshworks Inc., 2950 S. Delaware Street, Suite 201, San Mateo, CA 94403 with a copy to legal@freshworks.com by electronic mail. The addresses for a notice to Customer is: with a copy to : Charles F. Dodge, City Manager of the City of Pembroke Pines, 601 City Center Way, 4th Floor, Pembroke Pines, Florida 33025 with a copy to: Samuel S. Goren, City Attorney, Goren, Cherof, Doody & Ezrol, P.A., 3099 East Commercial Boulevard, Suite 200, Fort Lauderdale, Florida 33308. All notices will be deemed to have been given immediately upon delivery by electronic mail, or if otherwise delivered upon receipt or, if earlier, five (5) business days after being deposited in the mail or with a courier as permitted above.

h. **Anti-Corruption.** Neither party has received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from an employee or agent of the other party in connection with this Agreement. Reasonable gifts and entertainment provided in the ordinary course of business do not violate the above restriction. If Customer learns of any violation of the above restriction, Customer will use reasonable efforts to

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promptly notify Freshworks at legal@freshworks.com.

i. Force Majeure. Neither party will be liable to the other for any delay or failure to perform any obligation under this Agreement if the delay or failure results from any cause beyond such party's reasonable control, including but not limited to but not limited to, acts of God, acts of government, acts of terror or civil unrest, Internet failures, or acts undertaken by third parties not under the performing party's control, including, without limitation, denial of service attacks ("**Force Majeure Event**"). In the event that a Force Majeure Event continues for a period of thirty (30) consecutive days, the other party may terminate this Agreement and all SOFs on written notice to the non- performing party. If Freshworks is the party experiencing the Force Majeure Event and as a result thereof is unable to provide the Services, Software or Mobile Apps for the period noted herein, and Customer terminates this Agreement and all SOFs, then Freshworks will provide Customer a refund of fees paid by Customer pro-rated as of the date the Force Majeure Event commenced.

j. Governing Law. This Agreement is governed by the laws of the State of Florida without regard to conflict of laws principles. The parties hereby submit to the exclusive personal jurisdiction of the federal and state courts of the State of Florida, Broward County for any claims or dispute relating to this Agreement.

k. Dispute Resolution. Customer shall not be required to enter into any arbitration proceeding related to any claim arising out of or relating to this Agreement. Should the Customer Commission voluntarily agree to enter into arbitration regarding any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation, or validity thereof, including the determination of the scope or applicability of this Agreement to arbitrate, such proceeding shall take place in in Broward County, Florida. The arbitration will be administered by JAMS pursuant to its arbitration rules and procedures. Judgment on the Award may be entered in any court having jurisdiction. This section will not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction.

l. Export Compliance and Use Restrictions. The Services and other Software or components of the Services which Freshworks may provide or make available to Customer or Users may be subject to U.S. (or other territories) export control and economic sanctions laws, rules and regulations, including without limitation the regulations promulgated by the U.S. Department of Commerce's Bureau of Industry and Security ("**BIS**") and the U.S. Department of the Treasury's Office of Foreign Assets Control ("**OFAC**")

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(collectively, "**Export Control Laws**"). Customer agrees to comply with all the Export Control Laws as they relate to access to and use of the Services, Software, and such other components by Customer and Users. Customer shall not access or use the Services if Customer is located in any jurisdiction in which the provision of the Services, Software or other components is prohibited under U.S. or other applicable laws or regulations, including, without limitation, a country or territory that is subject to comprehensive U.S. trade sanctions (including Crimea, Cuba, Iran, North Korea, and Syria) (a "**Prohibited Jurisdiction**") and Customer shall not provide access to the Services to any government, entity or individual located in any Prohibited Jurisdiction. Customer represents, warrants and covenants that (i) Customer is not named on, or owned or controlled by any party named on any U.S. government (or other government) list of persons or entities prohibited from receiving U.S. exports, or transacting with any U.S. person,

(ii) Customer is not a national of, located in, or a company registered in, any Prohibited Jurisdiction, (iii) Customer shall not permit Users to access or use the Service in violation of any Export Control Laws, (iv) no Customer Data created or submitted by Customer is subject to any restriction on disclosure, transfer, download, export or re-export under the Export Control Laws, and (v) Customer shall comply with all applicable laws regarding the transmission of technical data exported from the United States and the country in which Customer and Customer's Users are located. Customer further agrees that Customer will not use the Services to disclose, transfer, download, export or re-export, directly or indirectly, any Customer Data to any country, entity or other party which is ineligible to receive such items under the Export Control Laws or under other laws or regulations to which Customer may be subject. Customer acknowledges that the Service and other Software may not be available in all jurisdictions and that Customer is solely responsible for complying with the Export Control Laws.

m. Federal Government End Use Restrictions. If Customer is a U.S. federal government department or agency or contracting on behalf of such department or agency, this Service is a "Commercial Item" as that term is defined at 48 C.F.R. §2.101, consisting of "Commercial Computer Software" and "Commercial Computer Software Documentation", as those terms are used in 48 C.F.R. §12.212 or 48 C.F.R. §227.7202. Consistent with 48 C.F.R. §12.212 or 48 C.F.R. §227.7202-1 through 227.7202-4, as applicable, the Service is licensed to Customer with only those rights as provided under the terms and conditions of this Agreement.

12. Non-Discrimination & Equal

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Opportunity Employment. During the performance of the Agreement, neither Freshworks nor any subcontractors shall discriminate against any employee or applicant for employment because of race, religion, color, gender, national origin, sex, age, marital status, political affiliation, familial status, sexual orientation, or disability if qualified.

Freshworks will ensure that employees are treated during employment, without regard to their race, religion, color, gender, national origin, sex, age, marital status, political affiliation, familial status, sexual orientation, or disability if qualified. Such actions must include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

13. **Scrutinized Companies.** Freshworks, its principals or owners, certify that they are not listed on the Scrutinized Companies that Boycott Israel List, Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or are engaged in business operations with Syria. In accordance with §287.135, Florida Statutes, as amended, a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with any agency or local governmental entity for goods or services of: Any amount if, at the time bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to §215.4725, Florida Statutes, or is engaged in a boycott of Israel; or One million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company: Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to §215.473, Florida Statutes; or Is engaged in business operations in Syria.

14. **Employment Eligibility.** Freshworks certifies that it is aware of and complies with the requirements of §448.095, Florida Statues, as may be amended from time to time and briefly described herein below. Definitions for this Section: "Contractor" means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary,

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wages, or other remuneration. "Contractor" includes, but is not limited to, a vendor or consultant. "Contractor" includes, but is not limited to, a vendor or consultant. "Subcontractor" means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration. "E-Verify system" means an Internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees. Registration Requirement; Termination. Pursuant to §448.095, Florida Statutes, effective January 1, 2021, Contractors, shall register with and use the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of: All persons employed by a Contractor to perform employment duties within Florida during the term of the contract; and All persons (including subvendors/subconsultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the City of Pembroke Pines. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the City of Pembroke Pines; and The Contractor shall comply with the provisions of Section 448.095, Florida Statutes., "Employment Eligibility," as amended from time to time. This includes, but is not limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination. Termination of this Contract under this Section is not a breach of contract and may not be considered as such. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of one (1) year after the date of termination.

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15. Definitions.

"Account" means any accounts or instances created by or on behalf of Customer for access to and use of any of the Services.

"Affiliate" or **"Subsidiaries"** means, with respect to a party to this Agreement, any entity that directly or indirectly controls, is controlled by, or is under common control with such party, where "control" means the possession, directly or indirectly, of the power to direct, or cause the direction of the management and policies of such entity, whether through the ownership of voting securities, by contract, or otherwise.

"Confidential Information" means all information disclosed by one party to the other party, orally, in writing or electronically, that is designated as "confidential" (or with a similar legend), or which a reasonable person should understand to be confidential given the nature of the information and circumstances of disclosure. Confidential Information does not include any information that: (a) was publicly known and made generally available in the public domain prior to the time of disclosure by the disclosing party; (b) becomes publicly known and made generally available through no action or inaction of the receiving party; (c) is already in the possession of the receiving party at the time of disclosure by the disclosing party; (d) is obtained by the receiving party from a third party without a breach of such third party's obligations of confidentiality; (e) is independently developed by the receiving party without use of or reference to the disclosing party's Confidential Information.

"Customer Data" means, all electronic data, text, messages or other materials, including, without limitation, Personal Data of Users and End Users, submitted to the Services by Customer or its Users through Customer's Account in connection with Customer' use of the Services.

"Data Claims" means any claims arising from either (a) a party's breach of Section 3 (Customer Data), Section 7 (Confidentiality), the DPA, the BAA (if applicable), or the Privacy Notice, where such breach results in the unauthorized disclosure of Customer Data, or (b) breach of Section 2 (b) (Use Restrictions).

"Data Processing Addendum" means, Freshworks' privacy notice currently at https://www.freshworks.com/data-processing-addendum/, as updated from time to time.

"Documentation" means, the then-current, generally available user documentation provided by Freshworks detailing the functionalities of the Software and the Services.

"End User" means, any person or entity other than Customer or Customer's Users with whom Customer interacts using the Services.

"Freshworks Technology" means, (i) the Services,

Software, Mobile Apps, Documentation, Freshworks' APIs, Freshworks' website(s) and any content published on the Freshworks' websites, (ii) any training materials, support materials, templates, tools, methodologies or know-how, (iii) Freshworks' Confidential Information and (iv) any modifications or derivative works of the foregoing.

"Mobile App" means, the Freshworks-branded Software applications provided by Freshworks to enable access and use of the Services through mobile or other handheld devices (such as apps on iOS or Android devices).

"Personal Data" means, data relating to an individual who is or can be identified either from the data or from the data in conjunction with other information that is in, or is likely to come into, the possession of the data controller (as defined under applicable data protection laws).

"Privacy Notice" means, Freshworks' privacy notice currently at www.freshworks.com/privacy, as updated from time to time.

"Professional Services Agreement" means, Freshworks' professional services agreement located at www.freshworks.com/terms/professional-services, as updated from time to time.

"Service Order Form" or **SOF"** means, (i) any service order referencing this Agreement and executed by Customer and Freshworks, or (ii) any online ordering document or process completed by Customer, including any online registration through a Website, each of which detail, the Services subscribed to and corresponding Service Plans, the number of Users authorized to use the Services, Fees payable to Freshworks, the applicable Subscription Term, and any relevant additional terms and conditions. This may also include any change order forms.

"Services" means, the Freshworks software-based service offerings identified on the SOF and any Updates, including any Software, API or Documentation made available by Freshworks with such offering, but excludes any applications or APIs separately provided by third parties.

"Service Plans" means, the pricing plans and other packaged offering limitations for and the applicable Services for which Customer subscribes with respect to any User.

"Software" means the generally available software provided by Freshworks in connection with Customer's use of the Services, and includes Mobile Apps, but excludes any applications or APIs that are provided by third parties.

"Subscription Term" means, the period stated on a SOF during which Customer subscribes to the Services.

"Supplemental Terms" means, the Services specific terms found, which are located currently at https://www.freshworks.com/terms/supplemental-terms/.

"Update" means, the generally available updates, upgrades, hot fixes, patches, workarounds to the Software

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or Service provided by Freshworks to all subscribing customers, but excludes separately priced new products or modules.

"User" or "Agent" means, any individual who is authorized by Customer to use the Services, including an Account administrator, employees, consultants, contractors, and agents of Customer or its Affiliates, and third parties with which Customer or its Affiliates transact business.

By signing below, each Party represents that the signor is a duly authorized agent and hereby waives all claims to the contrary.

Freshworks Inc.		City of Pembroke Pines	
Name	Pam Sergeeff	Name	Frank C. Ortis
Title	Authorized Signatory	Title	Mayor
Signature	*Pam Sergeeff* DocuSigned by: 02D1B0D593BE4D1	Signature	
Date	February 17, 2023 | 3:24 PM PST	Date	

DS

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Name	Charles F. Dodge
Title	City Manager
Signature	*Charles F. Dodge* DocuSigned by: 47B966ECFDAD4AC
Date	April 24, 2023

APPROVED AS TO LEGAL FORM

OFFICE OF THE CITY ATTORNEY
DATED: _2-15-23_

{00481629 2 1956-7601851}

Service Order Form

CUSTOMER INFORMATION	
Billing Contact information	**Shipping Contact Information**
Contact Name: Ryan Depante	**Contact Name (Shipping):** Ryan Depante
Organization: City of Pembroke Pines	**Organization:** City of Pembroke Pines
Email address: rdepante@ppines.com	**Email address:** rdepante@ppines.com
Phone: +1954-392-2060	**Phone:** +1954-392-2060
Bill-To Address: 601 City Center Way, 4th, Pembroke Pines, Florida, 33025, United States	**Ship-To Address:** 601 City Center Way, 4th, Pembroke Pines, Florida, 33025, United States

Subscription Term Start Date:	April 20, 2023	**Subscription Term End Date:**	April 19, 2026
Subscription Term:	36 Months	**Billing Frequency:**	Annual
PO required on Invoice:	No	**PO Number (If Applicable):**	
Payment Method:	ACH	**Payment Terms:**	Net 30
Applicable Tax Registration:	US Sales Tax (FEIN)	**Tax Registration ID:**	0
Is Tax Exempt:	Yes		

Product Instance ID	Product Instance Domain	No. of Users
353515	cityofpembrokepines.freshservice.com	50

Annual

Type	Item Name	List Price	Discount %	Net price/Unit	Duration (months)	Quantity	Net Price
Product	Freshservice - Pro Annual	$95.00	20%	$76.00	12	50	$45,600
						Discount	20%
						Total Price	**$45,600**

One-Time

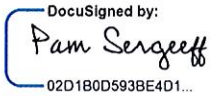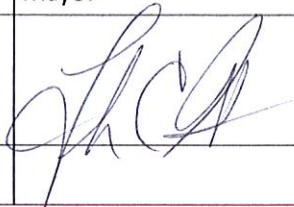| Type	Item Name	List Price	Net price/Unit	Duration (months)	Quantity	Net Price
Service	Freshservice Onboarding Gold	$18,750.00	$18,750.00	-	1	$18,750.00
					Total Price	**$18,750.00**

Total Net Price:	**$64,350**

*The Fees captured in this Service Order Form is in USD currency.
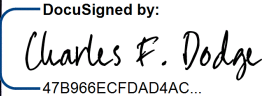
COMMERCIAL TERMS

- The Subscription Term will renew upon mutual agreement between the parties for successive terms unless terminated in accordance with the Terms of the Agreement.
- 32.58% discount offered for this subscription.

TERMS

- For any third-party offering or services purchased by a Customer (through the Freshworks Marketplace, provided directly by such third-party, or otherwise facilitated by Freshworks), shall be governed by the applicable customer agreement provided by such third-party and not the Agreement. Customer acknowledges that Freshworks is not responsible for such third party offering or services and Freshworks disclaims all liability resulting from the use of such third-party offering or services. For any third-party offering or services the Customer will have to renew the subscription for such third-party offering or services from the applicable service provider prior to the end of the billing end date.
- The continued activation of Customer's Account is based on the successful payment of the Fees.
- This Service Order Form is governed by the Freshworks Terms of Service found at https://www.freshworks.com/terms/, unless Customer has a written Freshworks master services agreement executed between Customer and Freshworks Inc. for the Services purchased hereunder, in which case such written Freshworks master services agreement will govern (in either case, the "**Agreement**").
- The Freshworks Products listed above may have supplemental terms associated with their use which are available at https://www.freshworks.com/terms/supplemental-terms/.
- By signing below, Customer represents that the signatory is a duly authorized agent of Customer and hereby waives all claims to the contrary.

Freshworks Inc.		City of Pembroke Pines	
Name	Pam Sergeeff	Name	Frank C. Ortis
Title	Authorized Signatory	Title	Mayor
Signature	*Pam Sergeeff* DocuSigned by: 02D1B0D593BE4D1...	Signature	
Date	February 17, 2023 | 3:24 PM PST	Date	

Name	Charles F. Dodge
Title	City Manager
Signature	*Charles F. Dodge* DocuSigned by: 47B966ECFDAD4AC...
Date	April 24, 2023

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APPROVED AS TO LEGAL FORM

OFFICE OF THE CITY ATTORNEY
DATED: 2-15-23

<div align="center">

STATEMENT OF WORK

</div>

<div align="right">

2950 S. Delaware Street, Suite 201
San Mateo CA 94403

</div>

This Statement of Work (the "SOW") **No. FRSHW-161589 - Gold - SP** is entered into by and between:

Freshworks	Customer
Freshworks Inc., a Delaware corporation with offices at 2950 S. Delaware Street, Suite 201, San Mateo, CA 94403 ("**Freshworks**" which expression shall mean and include its successors and assigns).	City of Pembroke Pines, a _____ corporation with offices at 0, Pembroke Pines, Florida, 33025, United States ("**Customer**" which expression shall mean and include its successors and assigns).

This Statement of Work ("SOW"), effective as of the last signature date noted below ("Effective Date"), is made pursuant and subject to the terms and conditions of the Agreement). Customer and Freshworks are individually referred to as "**Party**" and collectively as "**Parties**".

Section 1: Scope of Engagement

I. In-Scope for this Engagement:

    A. Freshworks' responsibilities will cover out-of-the-box features in-scope for the products mentioned in the Products in Scope table below, and are as defined in "Section 3" of this SOW.

    B. Custom work or migrations, if requested, are as covered in "Addendum A".

    C. Customer's responsibilities are as defined in the "Section 4" of this SOW.

II. Out-of-Scope for this Engagement:

    A. Any service or requirement that is not explicitly specified in the "Section 1 : Scope of Engagement" or Addendum A of this SOW is deemed to be out-of-scope for this SOW.

III. SOW Term:

    A. The term of this SOW begins on the Effective Date of this SOW and runs for one hundred eighty (180) calendar days ("**SOW Term**").

Product(s) in Scope

Freshservice

Included and Optional Services (price mentioned are in currency USD)

Services Included in the package	Implementation Package Name	Gold
	Duration in Continuous Weeks	Up to 10 weeks
	Pricing Model	Fixed fee
	Configuration and Out-of-the-Box Integration Ownership	Customer and Freshworks(Customer and Freshworks will jointly own and execute configuration and integrations, with Freshworks guidance)

	Instructor led Remote Training	1 Admin training session per product and 2 Agent training sessions each for one (1) hour. All remote
	Assigned Team from Freshworks	Engagement Manager (Project Management), and Technical Onboarding Specialist
	Number of Remote Meetings per Week	Up to two (2) meetings, each one (1) hour. All remote
	Deliverables	Project Plan, Technical Requirements Document
Add-on / optional services that can be purchased additionally	Additional Weeks of engagement (beyond the number of weeks mentioned in "Duration in continuous weeks" in this section)	2000 **USD** per week
	Additional Remote Training Session	250 **USD** per one (1) hour session
	Migration, Bots, Custom applications or integrations that are not on Freshworks' Marketplace	Pricing based on scope

Section 2: Estimated Project Hours

Project hours included. This refers to the total hours spent by Freshworks' resources which includes both Customer facing and internal hours within Freshworks.

Item Name	Estimated Project Hours
Freshservice Onboarding Gold	Up to 75 hours

Section 3: Engagement Phases, Duration and Responsibility Matrix

In this section R stands for Responsible, A stands for Accountable, C stands for Consulted, I stand for Informed

1. Responsible refers to the team or employee or company who does the work to complete the task.
2. Accountable refers to the team or employee accountable for the thorough completion of the task or activity or types of activities.
3. Consulted refers to the team or employee or company who can provide information for the task or activity or types of activities

Phase	Weeks	Activities	Freshworks	Customer
		4. Informed refers to the team or employee or company who can or needs to be kept informed of progress		
Project Planning and Management	Throughout	Creating and maintaining project plan, risk issue logs. Resource management, Assignment of tasks and ownership to Internal Freshworks' resources. Alignment of stakeholders, and communication within Freshworks company	AR	C
		Maintaining project plan with inputs on Customer's business needs, priorities, org objectives. Ensuring timely completion of deliverable and timely decision making on Customer's side. Resource Management, Assignment of tasks and ownership to customer resources. Alignment of stakeholders, convening sessions with internal Customer stakeholders. Active participation and availability of necessary customer stakeholders. Ensuring enablement of necessary requirements and logistics for the overall engagement from Customer's side, Escalate delays and key risks. Driving change management within Customer's company	C	AR
		Preparation of Statement of Work (SOW). Ensuring timely completion of deliverables owned by Freshworks. Answering and providing clarifications to the questions coming from within the Customer's company.	AR	C
Initiate	1 to 3	Presenting Freshworks' methodology, framework, escalation matrix, proposed governance model. Ensuring necessary requirements are captured from a product perspective.	AR	C
		Ensuring necessary requirements are captured from a Customer's business requirement perspective.	C	AR
Design, Configuration and Testing	3 to 8	Providing input and suggestions to the overall technical solution, and detailing necessary requirements and logistics for the configuration exercise from Freshworks/ Product implementation perspective. Understand requirements, data flow, and logistics for integration (if applicable).	AR	C

		With consistent guidance from Freshworks, Configuring Freshworks product or suite. Implementing integration in development / UAT / Production.	AR	C
		UAT and functional testing. Creating and maintaining a test plan, test execution, recording test results and sign-off.	C	AR
Training	6 to 8	Identifying the list of topics needed for training. Sharing the list of canned training available in the public domain. Conducting training(s) and preparing training for the set of individuals identified as super-users, key administrators, trainers,and product champions within the Customer's company	AR	C
		Identifying a set of individuals as super-users, key administrators, trainers,and product champions within the Customer's company. Preparing training materials for the larger set of users or agents within the Customer's company. Conducting training for the larger set of users.	C	AR
Go-live and Hypercare	9 to 10	Scheduling go-live, next steps, fallback plan and alignment	C	AR
		Convening necessary stakeholders from Freshworks' support team, customer success (as applicable). Preparing necessary documentation for Freshworks' internal handover. Conducting calls with Freshworks' support team to initiate and complete transition	AR	C

Section 4: General Assumptions

1. All materials from Freshworks will be provided in the English language. Services will be provided by the Freshworks during standard business hours, on generally accepted days of operation within the relevant region where the Services are performed, excluding local holidays.

2. The scope of this Agreement is purely around Onboarding and Implementation Services being provided by Freshworks and not around products or support services.

6. The scope of this engagement includes the estimated project hours mentioned above. The hours allocated only cover the scope outlined in this SOW. Freshworks will track consumed hours. Customer may request to view consumption of hours by contacting their assigned Engagement Manager. Additional charges may apply for scope changes, change requests, delays caused by Customer or third parties contracted by Customer, or events that Freshworks has no control over. Any such changes will be set forth in a change order. All charges associated with scope changes, change requests, or

3. Once Freshworks submits a completed Deliverable to Customer, Customer has five (5) business days to respond to Freshworks that it is in receipt of such Deliverable ("Acknowledgement Period"). Customer's receipt response must include its acceptance or non-acceptance of the completed Deliverable in writing within the Engagement Acceptance Form attached hereto as Addendum C. In the event that Customer does not provide Freshworks the Engagement Acceptance Form within the Acknowledgement Period, such absence of a written response by Customer shall be deemed Customer's acceptance of each completed Deliverable. If Customer rejects the completed Deliverable within the Acknowledgement Period, Customer shall furnish Freshworks with sufficient written detail to clearly identify the reason for non-acceptance so that Freshworks can correct any material and substantial non-conformity. Freshworks will make a reasonable effort to address any non-conformity and receive acceptance from the customer within the duration of the engagement. Freshworks shall not be responsible for delays, due to the lack of access, facilities, cooperation or information requested by the Freshworks or changes to the approach or engagement services described in this SOW.

4. Any Engagement Services started after executing the SOW are non-cancellable, non-refundable, and must be consumed in the time frame mentioned for completion of such Engagement.

5. Implementation of new features that are not a part of the Product offering is out of scope for this Engagement. The list of modules and features the Customer can expect to be covered as a part of this Engagement are as per the product plan purchased.

delays will be due on receipt of the invoice by the Customer. With consensus from the Customer, all reasonable travel, meals, and living expenses for all Freshworks' personnel who travel or are supposed to travel in support of the Engagement shall be billable at cost and all such expenses shall be the sole responsibility of the Customer. Customer shall be charged for any travel expenses that cannot be cancelled or refunded.

7. In consultation with the Customer Freshworks may engage with subcontractors or system integration partners and other third parties for implementation, or custom integrations or data migration needs. All services will be performed remotely unless otherwise agreed to by the Parties in advance. Any onsite services will be subject to expense reimbursement and potentially a change in the scope of Services. Data for migration (if required) must be provided by the Customer in a readable CSV format as specified by Freshworks. For Ticket migration, a record is defined as a company, contact, agent, ticket, note, comment, attachment. For asset migration, a record is defined as an asset. For knowledge base migration, a record is defined as an article (for Freshdesk only). For Problem migration, a record is defined as a problem. For Change migration, a record is defined as a change. For an API/XML-based migration, Freshworks will only support migration from one instance of Customer's legacy system to one Freshworks instance. The customer is also responsible for ensuring that the source system has the needed permissions and API limits. For CSV migration, the migration data must be provided in a single CSV file per record type (i.e. Ticket Migration, Note Migration, Asset Migration, Knowledge Base Migration, etc.). Customer must have a data analyst (or similar type of resource) to provide data in the format required by Freshworks. Freshworks will not access Customer's legacy system or download migration files provided by the Customer; Customer is responsible for extracting the data and any data clean-up required. Freshworks will run only one production migration per given set of records or files.
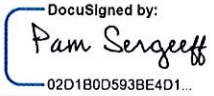
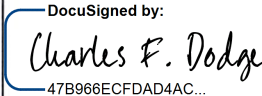|	Any callouts or issues must be identified during the test migration. Any requests to delete the migrated data in production and re-migrate the data will be considered as new scope.
	8. Any custom or private development requiring additional hardware, software or platform resources, will need to be provided and owned/hosted by the Customer. It can either be on-premise or cloud hosted with appropriate firewall rules to ensure the resource(s) can communicate with Freshworks products via an API. Bespoke or Custom Integrations, Migrations, Bots, physical presence needed at Customer's site are all out of scope for this Engagement, unless and until specifically included as in scope.
	9. If the services outlined in this SOW are not completed within the SOW Term due to material unresponsiveness of the Customer, the services in this SOW will be deemed completed. If the services outlined in this SOW are not completed within the SOW Term due to material unresponsiveness of Freshworks, Freshworks commits to furnish the deliverable that is in scope for this SOW along with the Customer.
	10. Any add-ons that have been purchased in addition to what's included in the standard onboarding package must be consumed within the standard onboarding timeline.

Addendum A: Detailed Scope

1. Depending on the specific requirements from the Customer, this "Addendum A" is to be updated by Freshworks, prior to signature of this SOW.
2. This Addendum is a part of the SOW.

Signatures for this Agreement

IN WITNESS WHEREOF, the Parties hereto each acting with proper authority, for good and valuable consideration, and pursuant to the terms of the Agreement have executed this Statement of Work.

Freshworks Inc.		City of Pembroke Pines	
Name	Pam Sergeeff	Name	Frank C. Ortis
Title	Authorized Signatory	Title	Mayor
Signature	*DocuSigned by:* Pam Sergeeff 02D1B0D593BE4D1...	Signature	
Date	February 17, 2023 | 3:24 PM PST	Date	

DS

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Name	Charles F. Dodge
Title	City Manager
Signature	*DocuSigned by:* Charles F. Dodge 47B966ECFDAD4AC...
Date	April 24, 2023

APPROVED AS TO LEGAL FORM

OFFICE OF THE CITY ATTORNEY
DATED: 2-15-23

Addendum B : Change Request Form

Change Request Form

Customer Name	
Customer Contact No.	
Customer Email:	
Date of Request	
Add-On or Change Requested	Migration (or) Bespoke Integration (or) Private App (or) Additional Training (or) Extended Engagement (or) Any other bespoke change requests

Detailed description for requested Change

All other terms and conditions of the original SOW, unless requested to be modified and amended herein, shall remain in full force and effect.

Reason for Change

List all reasons

Additional Information

As an authorized agent of **Customer***, I hereby acknowledge and request the Changes to the Engagement Services as outlined above.*

Name:

Date:

Addendum C : Engagement Acceptance Form

Customer Name:	PE/PM Name:
Project Phase:	Date Completed:

Signoff Criteria: {Note: Description of task or phase completed.}

Deviations/Omissions:

Impact of Deviations/Omissions, if any:

	Monetary:
	Resource:
	Deliverable:
	Other:

Problems or issues that may prevent acceptance: (Note: identify steps to resolution, if any.)

Signatures:

Submitted for acceptance by:

Freshworks Signatory:		Date:	_____	
	\<Enter name here\>			

As authorized agent of Customer, I hereby acknowledge \<completion or rejection\> of the project tasks outlined above.

Customer Signatory:		Date:	_____	Approved Rejected
	\<Enter name here\>			
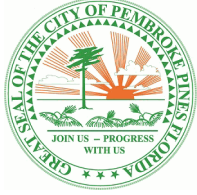
<table>
<tr><td></td><td>City of Pembroke Pines, FL</td><td>601 City Center Way
Pembroke Pines, FL
33025
www.ppines.com</td></tr>
</table>

Agenda Request Form

Agenda Number: 9.

File ID: 23-0267	**Type:** Purchase	**Status:** Passed
Version: 1	**Agenda Section:**	**In Control:** City Commission
		File Created: 04/10/2023
Short Title: Purchase of Freshservice IT Service Management (ITSM) Software		**Final Action:** 04/19/2023

Title: MOTION TO APPROVE THE PURCHASE OF FRESHSERVICE IT SERVICE MANAGEMENT (ITSM) HELPDESK SOFTWARE IN THE AMOUNT NOT TO EXCEED $155,550 FOR A THREE-YEAR PERIOD FROM FRESHWORKS, INC, PURSUANT TO SECTIONS 35.18(C)(7)(H) AND 35.18(C)(7)(I) OF THE CITY'S CODE OF ORDINANCES.

*Agenda Date: 04/19/2023

Agenda Number: 9.

Internal Notes:

Attachments: 1. Freshwork, Inc. Agreement

1	City Commission	04/19/2023	approve		Pass

Action Text: A motion was made to approve on the Consent Agenda

Aye: - 5   Mayor Ortis, Vice Mayor Siple, Commissioner Schwartz, Commissioner Good Jr., and Commissioner Castillo

Nay: - 0

MOTION TO APPROVE THE PURCHASE OF FRESHSERVICE IT SERVICE MANAGEMENT (ITSM) HELPDESK SOFTWARE IN THE AMOUNT NOT TO EXCEED $155,550 FOR A THREE-YEAR PERIOD FROM FRESHWORKS, INC, PURSUANT TO SECTIONS 35.18(C)(7)(H) AND 35.18(C)(7)(I) OF THE CITY'S CODE OF ORDINANCES.

PROCUREMENT PROCESS TAKEN:

- Chapter 35 of the City's Code of Ordinance is titled "PROCUREMENT PROCEDURES, PUBLIC FUNDS."

- Section 35.18 of the City's Code of Ordinances is titled "COMPETITIVE BIDDING OR COMPETITIVE PROPOSALS REQUIRED; EXCEPTIONS."

- Section 35.18(C) states that "Only the following situations are exempt from the

competitive bid and competitive proposal requirements of this section:"

- Section 35.18(C)(7)(h) states, "Copyrighted materials, including computer software;"

- Section 35.18(C)(7)(i) states, "Software licensing and maintenance with the company from which the software was purchased, or its authorized representative;"

- Section 35.21 of the City's Code of Ordinances is titled "AWARD OF CONTRACT."

- Section 35.21(A) of the City's Code of Ordinances is titled "City Commission approval.

- Section 35.21(A)(1) states, "An initial purchase of, or contract for, commodities or services, in excess of $25,000, shall require the approval of the City Commission, regardless of whether the competitive bidding or competitive proposal procedures were followed."

SUMMARY EXPLANATION AND BACKGROUND:

1. The City's current IT service management (ITSM) helpdesk software in use is outdated and does not adequately support the needs of the City.

2. The current IT service management (ITSM) helpdesk software has very limited functionality, lacks tracking capabilities and has inadequate reporting resulting in inefficiencies and productivity issues within the IT helpdesk team. The purchase of Freshservice IT service management (ITSM) helpdesk software will help to address these issues and improve the overall experience between the helpdesk support team and employees.

3. Freshservice is a cloud-based IT service management (ITSM) software offered by Freshworks. It is designed to streamline IT operations and provide a centralized platform for managing IT tickets, assets, and services.

4. Some of the key features of Freshservice include:

   a. Service catalog: Create a centralized catalog of IT services offered to employees and customers, including details such as pricing, availability, and service level agreements (SLAs).
   b. Self-service portal: Empower end-users to resolve common IT issues themselves through an intuitive self-service portal, reducing the volume of support requests and freeing up IT staff time.
   c. IT asset management: Track all hardware and software assets across your organization in one place, including details such as purchase date, warranty, and depreciation.
   d. Incident management: Handle all IT-related incidents, service requests, and changes using a standardized process, ensuring that all requests are logged, prioritized, and resolved quickly.
   e. Knowledge management: Build a comprehensive knowledge base of IT

articles to help employees resolve issues quickly and improve overall IT service delivery.

    f.   Change management: Manage and track all changes to your IT infrastructure, including software and hardware updates, using an established process to minimize the risk of downtime and ensure compliance.

    g.   Reporting and analytics: Monitor key IT service metrics and generate reports to help you make data-driven decisions and optimize IT service delivery.

5. The Technology Services Department has obtained a quote from Freshworks in the amount of $155,550 for a three-year period. Total amount includes: a one time implementation cost of $18,750 and three annual payments for Freshservice IT service management (ITSM) software of $45,600.

6. Request Commission to approve the purchase of Freshservice IT service management (ITSM) software in the amount not to exceed $155,550 for a three-year period from Freshworks, Inc, pursuant to Sections 35.18(C)(7)(h) and 35.18(c)(7)(i) of The City's Code of Ordinances.

FINANCIAL IMPACT DETAIL:

a) **Initial Cost:** $64,350 (3 year total of $155,550)

b) **Amount budgeted for this item is in Account No:** Funds are currently budgeted for the first year in the following accounts:

$45,600.00 in 001-513-2002-546801-0000-000-0000- (IT Maintenance Contracts)
$18,750.00 in 001-513-2002-534995-0000-000-0000- (Other Svc - IT)

c) **Source of funding for difference, if not fully budgeted:** Not Applicable.

d) **5 year projection of the operational cost of the project:**

	Year 1	Year 2	Year 3	Year 4	Year 5
Revenues	$0	$0	$0	$0	$0
Expenditures	$64,350.00	$45,600.00	$45,600.00	$0	$0
Net Cost	$64,350.00	$45,600.00	$45,600.00	$0	$0

e) **Detail of additional staff requirements:** Not Applicable.

FEASIBILITY REVIEW:
A feasibility review is required for the award, renewal and/or expiration of all function sourcing contracts. This analysis is to determine the financial effectiveness of function sourcing services.

a) Was a Feasibility Review/Cost Analysis of Out-Sourcing vs. In-House Labor Conducted for this service? Not Applicable

b) If Yes, what is the total cost or total savings of utilizing Out-Sourcing vs. In-House Labor for this service? Not Applicable