

AGREEMENT

THIS AGREEMENT is made and entered into this 9th day of October, 2018, by and between the COUNTY OF FRESNO, a Political Subdivision of the State of California, hereinafter referred to as "COUNTY", and FreshWorks, Inc., a Delaware corporation, whose corporate address is 1250 Bayhill Drive, Suite 315, San Bruno, CA 94066, hereinafter referred to as "CONTRACTOR". The parties may be referred to individually as a "Party" or collectively as the "Parties" to this Agreement.

WITNESSETH:

WHEREAS, COUNTY has implemented FreshService as the service ticket system for its Information Technology Services Division;

WHEREAS, COUNTY desires to continue to purchase software licenses and software maintenance of FreshService from CONTRACTOR; and

WHEREAS, COUNTY desires CONTRACTOR to provide Software Hosting Services on a hosted system via Secure Socket Layer (SSL).

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions herein contained, the Parties hereto agree as follows:

1. DEFINITIONS AND OTHER TERMS

The following terms used throughout this Agreement shall be defined as follows:

- **Acceptance Test** - The process of testing a specific function or functions to determine if the operation or operations are as stated in this Agreement.
- **Agent** – An individual authorized to use the System Software services through the COUNTY's account for such Service(s) as an agent and/or administrator as identified through User Login.
- **Change Control Process** - Process used by the Information Services Division of COUNTY's Internal Services Department (ISD) to inform staff of new or updated production use systems.
- **Deficiency** - The System's failure to substantially meet the System Performance Requirements.

- **License** - The meaning assigned to the term "License", as defined in Section II-A of this Agreement, and the rights and obligations which it creates under the laws of the United States of America and the State of California, including without limitation, copyright and intellectual property law.
- **Monies** - The terms "Monies", "Charges", "Price", and "Fees" are considered to be equivalent.
- **Primary Work Location** - Physical location for the Application Service Provider off-site facility.
- **Supplier** - The terms "Supplier", "Vendor", and "Freshworks." all refer to CONTRACTOR and are considered to be equivalent throughout this Agreement.
- **System** - The System Software and System Documentation, collectively. Reference to the "System" shall include any component thereof. All modifications and enhancements to the System shall be deemed to be part of the System as defined herein and shall be subject to all terms and conditions set forth herein. The System consists of FreshService, which supports Fresno County ISD, all interfaces, and third party software required for the system to function.
- **System Documentation** - The documentation relating to the System Software, and all manuals, reports, brochures, sample runs, specifications and other materials comprising such documentation provided by CONTRACTOR in connection with the System Software pursuant to this Agreement.
- **System Operation** - The general operation of COUNTY's hardware and all software including, but not limited to, system restarts, configuration and operation of system peripherals (such as printers, modems, and terminals), installation of new software releases, and other related activities.
- **System Installation** - All software has been delivered, has been physically loaded on a Computer, and COUNTY has successfully executed program sessions.
- **System Software** - FreshService, that certain computer software described in this Agreement provided by CONTRACTOR, and all interfaces, coding, tapes, disks,

modules and similar materials comprising such software or on which it is stored. System Software shall not include operating system software, or any other Third-Party Software.

- **User** - The terms "User", "Customer" and "Licensee" all refer to COUNTY and are considered to be equivalent throughout this Agreement.

Other Terms:

- To the extent applicable, CONTRACTOR's APIs must be used according to the API Policies CONTRACTOR implements with respect to the System Software services; COUNTY has the limited, non-exclusive, non-transferrable, and revocable right to download, install and use the software applications created, developed and owned by the CONTRACTOR to enable access to and use of the System Software services through mobile or other handheld devices (such as apps on iOS or Android devices) ("Mobile Applications") to access and use the System Software. "API" means the application programming interfaces developed, enabled by or licensed to the CONTRACTOR that permits the COUNTY and its Agents to access certain functionality provided by the System Software. "API Policies" means the policies published on <http://api.freshservice.com/> that govern the use of APIs, as updated from time to time.
- **Planned Downtime.** COUNTY may not be able to access or use the System Software services (a) during planned downtime for upgrades and maintenance to the System Software (of which the CONTRACTOR will use commercially reasonable efforts to notify COUNTY in advance through the System Software services) ("Planned Downtime"). CONTRACTOR will use commercially reasonable efforts to schedule Planned Downtime for weekends (Pacific Time zone) and other off-peak hours.
- **Custom Apps.** The Custom Apps are governed by their own terms and privacy policies. By downloading and installing such Custom Apps within accounts created by or on behalf of COUNTY for access and use of any of the System Software,

COUNTY understands that the CONTRACTOR neither provides any warranty nor is liable for any damage or loss caused or alleged to be caused in connection with COUNTY'S enablement of, access to or use of any such Customs Apps including COUNTY'S reliance on the privacy practices, data security processes or other policies of such Custom Apps. "Custom Apps" means third party applications that are made available to COUNTY through an online marketplace for applications that interoperate with the System Software services ("Market Place") or other forums where applications are developed for their integration with the System Software services which COUNTY has the option to enable and integrate into the System Software services.

- Native Apps. CONTRACTOR may publish applications in the Market Place that are developed and maintained by the CONTRACTOR ("Native Apps"). Such Native Apps will be governed by this Agreement. When COUNTY installs any of the Native Apps or where (a) a feature is modified or (b) a new feature is released within the Services, COUNTY may be shown additional terms governing their usage. COUNTY'S continued usage of such Native Apps or such features may be relied upon by CONTRACTOR as COUNTY's acceptance of the additional terms.
- EXPORT COMPLIANCE AND USE RESTRICTIONS; FEDERAL GOVERNMENT END USE PROVISIONS. The System Software and other software or components of the services which CONTRACTOR may provide to COUNTY may be subject to U.S. (or other territories) export control and economic sanctions laws. COUNTRY, its Agents or end-users shall not access or use the System Software services if COUNTY, its Agents or end-users are located in any jurisdiction in which the provision of the System Software services, software or other components is prohibited under U.S. or other applicable Laws (a "Prohibited Jurisdiction"). COUNTY represents, warrants and covenants that (i) COUNTY is not 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) COUNTY is

1 not a national of, or a company registered in, any Prohibited Jurisdiction, (iii)
2 COUNTY shall use commercially reasonable efforts to not permit its Agents to
3 access or use the System Software services in violation of any U.S. or other
4 applicable export embargoes, prohibitions or restrictions, and (iv) COUNTY shall
5 comply with all applicable laws regarding the transmission of technical data
6 exported from the United States and the country in which COUNTY, its Agents or
7 end-users are located.

- 8 • Data Migration. During the term of this Agreement, COUNTY may request
9 CONTRACTOR to import its data into COUNTY'S account ("Data Migration").
10 COUNTY hereby understands and acknowledges that CONTRACTOR and/or its
11 group companies may access and process COUNTY'S data solely in connection
12 with providing support during such Data Migration.

13
14 2. OBLIGATIONS OF THE CONTRACTOR

15 A) SOFTWARE LICENSE

16 1) GRANT OF LICENSE

17 CONTRACTOR grants to COUNTY and COUNTY accepts non-exclusive, non-
18 transferable, revocable Licenses for Agents to access and use FreshService that is subject
19 to the terms and conditions set forth in this Agreement.

20 2) SCOPE OF LICENSE

21 The License granted herein shall consist solely of the non-exclusive, non-
22 transferable, revocable right of COUNTY to operate the System Software in support of all
23 COUNTY departments and offices that are being served by COUNTY's ISD.

24 3) OWNERSHIP

25 The Parties acknowledge and agree that, as between CONTRACTOR and
26 COUNTY, title and full ownership of all rights in and to the System Software, System
27 Documentation, and all other materials provided to COUNTY by CONTRACTOR under the
28 terms of this Agreement shall remain with CONTRACTOR. COUNTY will take reasonable

1 steps to protect trade secrets of the System Software and System Documentation.
2 COUNTY may not disclose or make available to third parties the System Software or
3 System Documentation or any portion thereof. CONTRACTOR shall own all right, title and
4 interest in and to all corrections, modifications, enhancements, programs, and work product
5 conceived, created or developed, alone or with COUNTY or others, as a result of or related
6 to the performance of this Agreement, including all proprietary rights therein and based
7 thereon. Except and to the extent expressly provided herein, CONTRACTOR does not
8 grant to COUNTY any right or license, express or implied, in or to the System Software and
9 System Documentation or any of the foregoing. The Parties acknowledge and agree that,
10 as between CONTRACTOR and COUNTY, full ownership of all rights in and to all
11 COUNTY data, whether in magnetic or paper form, including without limitation printed
12 output from the System, are the exclusive property of COUNTY.

13 4) **POSSESSION, USE AND UPDATE OF SOFTWARE**

14 COUNTY agrees that only COUNTY will use the System Software for its own
15 internal purposes and shall not further sublicense the System Software. CONTRACTOR
16 may, at reasonable times, inspect COUNTY's premises and equipment to verify that all of
17 the terms and conditions of this license are being observed. CONTRACTOR may create,
18 from time to time, updated versions of the System Software and System Documentation
19 and CONTRACTOR shall make such System Updates available to COUNTY. All System
20 Updates shall be licensed under the terms of this Agreement. COUNTY agrees to follow
21 the prescribed instructions for updating System Software and System Documentation
22 provided to COUNTY by CONTRACTOR.

23 5) **TRANSFER OF SOFTWARE**

24 COUNTY shall not rent, lease, license, distribute, sell, transfer, or assign this
25 license, the System Software, or the System Documentation, or any of the information
26 contained therein other than COUNTY data, to any other person or entity, whether on a
27 permanent or temporary basis, and any attempt to do so will constitute a breach of this
28 Agreement. No right or license is granted under this Agreement for the use or other

utilization of the licensed programs, directly or indirectly, for the benefit of any other person or entity, except as provided in this Agreement.

6) **POSSESSION AND USE OF SOURCE CODE**

Source code and other material that results from custom programming by CONTRACTOR released to COUNTY under this License shall be deemed CONTRACTOR software subject to all of the terms and conditions of the software License set forth in this Agreement. The scope of COUNTY's permitted use of the custom source code under this License shall be limited to maintenance and support of the System Software. For purposes of this Section, the term "maintenance and support" means correction of System Software errors and preparation of System Software modifications and enhancements. If COUNTY creates computer code in the process of enhancing the System Software, that specific new code shall be owned by COUNTY and may be used by COUNTY's employees, officers, or agents for COUNTY's own internal business operations. However, if COUNTY's enhancement results in the creation of a derivative work from the System Software, the copyright to such derivative work shall be owned by CONTRACTOR and COUNTY's rights to use such derivative work shall be limited to those granted with respect to the System Software in this Agreement.

7) **RESTRICTIONS ON USE:**

COUNTY shall not (i) license, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available to any third party the System Software or the System Documentation in any way; (ii) modify or make derivative works based upon the System Software or the System Documentation; (iii) create Internet "links" to the System Software or "frame" or "mirror" any System Documentation on any other server or wireless or Internet-based device; (iv) send spam or otherwise duplicative or unsolicited messages in violation of applicable law; (v) send or store infringing, obscene, threatening, libelous, or otherwise unlawful or tortious material, including material harmful to children or violative of third party privacy rights; (iv) send or store material containing software viruses, worms, Trojan horses or other harmful computer code, files, scripts, agents or programs;

(vii) interfere with or disrupt the integrity or performance of the System Software or the data contained therein, including but not limited to COUNTY Data; (viii) attempt to gain unauthorized access to the System Software or its related systems or networks; (ix) reverse engineer or access the System Software in order to (a) build a competitive product or service, (b) build a product using similar ideas, features, functions or graphics of the System Software, or (c) copy any ideas, features, functions or graphics of the System Software; (x) use the System Software to store or transmit any "protected health information" as that term is defined in 45 C.F.R. 160.103 unless expressly agreed to otherwise in writing by the CONTRACTOR

8) **INTELLECTUAL PROPERTY, TRADEMARK AND COPYRIGHT**

CONTRACTOR retains ownership of the System Software, any portions or copies thereof, and all rights therein. CONTRACTOR reserves all rights not expressly granted to COUNTY. This License does not grant COUNTY any rights in connection with any trademarks or service marks of CONTRACTOR, its suppliers or licensors. All right, title, interest and copyrights in and to the System Software and the accompanying System Software Documentation and any copies of the System Software are owned by CONTRACTOR, its suppliers or licensors. All title and intellectual property rights in and to the content which may be accessed through use of the System Software are the property of the respective content owner and may be protected by applicable copyright or other intellectual property laws and treaties. This License grants COUNTY no rights to use such content. CONTRACTOR shall have a royalty-free, worldwide, transferable, sub-licensable, irrevocable and perpetual license to incorporate into the System Software or otherwise use any suggestions, enhancement requests, recommendations or other feedback it receives from the COUNTY.

B) SERVICES TO BE PROVIDED BY CONTRACTOR TO COUNTY

1) **DOCUMENTATION**

CONTRACTOR shall provide to COUNTY FreshService System Documentation, which shall consist of electronic media files. The electronic media files must be printable

1 using PC software normally available at COUNTY. CONTRACTOR shall provide new
2 System Documentation corresponding to all new Software Upgrades. COUNTY may print
3 additional copies of all documentation. All System Documentation is to be used by
4 COUNTY only for the purposes identified within this Agreement.

5 **C) SYSTEM MAINTENANCE AND SUPPORT BY CONTRACTOR**

6 System maintenance and support includes System Updates as they are released by
7 CONTRACTOR, including updates required as a result of Federal Regulatory Changes. The first
8 day of production use will be identified by COUNTY and communicated to CONTRACTOR.
9 CONTRACTOR will support day-to-day operation of the System as follows:

10 **1) SUPPORT HOURS/SCOPE:**

11 During the term of this Agreement, CONTRACTOR shall provide unlimited technical
12 assistance by phone during normal coverage hours (7:30 a.m. to 5:30 p.m. Pacific
13 Standard Time (PST), Monday through Friday, except CONTRACTOR and COUNTY
14 holidays), toll-free telephone assistance to keep the System in, or restored to, normal
15 operating condition. The object of this support will be to answer specific questions related
16 to the System Software and the application thereof. Support provided under this
17 Agreement does not include training of new personnel (after initial staff is trained),
18 operation of hardware, or solving other hardware/software problems unrelated to the
19 System Software.

20 **2) SUPPORT RESPONSE:**

21 During the term of this Agreement, CONTRACTOR will (a) correct any error or
22 malfunctions in the System as supplied by CONTRACTOR which prevents it from
23 operating in conformance with the Acceptance Test Criteria set forth in this Agreement or
24 (b) provide a commercially reasonable alternative that will conform to the Acceptance
25 Test Criteria set forth in this Agreement.

26 **3) If analysis by CONTRACTOR indicates a reported problem is caused by a**
27 **reproducible error or malfunction in the then-current release of the System Software as**
28 **supplied and maintained by CONTRACTOR that significantly impacts effective use of the**

System by COUNTY, CONTRACTOR will, if the System is inoperable, as reported by COUNTY, provide continuous effort to correct the error or to resolve the problem by providing a circumvention.

In such cases, CONTRACTOR will provide COUNTY with corrective information, such as corrective documentation and/or program code. CONTRACTOR will endeavor to respond to COUNTY's service request no later than eight (8) business hours from the time a call has been received by CONTRACTOR. In the event that CONTRACTOR does not have a staff member with the necessary expertise available when the call is received, CONTRACTOR will endeavor to respond to the service request no later than within one (1) business day.

4) ERROR CORRECTION PROCESS:

If during the term of this Agreement COUNTY determines that software error(s) exist, COUNTY will first follow the error procedures specified in the System Documentation. If following the error procedures does not correct the software error, COUNTY shall immediately notify CONTRACTOR, setting forth the defects noted with specificity. Upon notification of a reported software error, CONTRACTOR shall have five (5) business days to determine if actual software error(s) exist and, if so, to correct such software error(s). At CONTRACTOR's request, additional time to solve difficult problems will not be unreasonably withheld. Within fifteen (15) days of correction, COUNTY shall retest the System Software and report any other software error(s).

5) TECHNICAL INFORMATION

CONTRACTOR will provide technical information to COUNTY from time to time. Such information may cover areas such as FreshService usage, third party software, and other matters considered relevant to COUNTY by CONTRACTOR. Technical information will be provided at the discretion of CONTRACTOR, but will not be unreasonably withheld.

D) ADDITIONAL SYSTEM MAINTENANCE SERVICES BY CONTRACTOR

CONTRACTOR may provide additional maintenance services ("Additional Maintenance

and Support Services” or “Additional Maintenance Services”) at an additional charge. Charges will be as identified in Section VII-F of this Agreement; or, if not included in this Agreement, charges will be at reasonable current prices in effect at the time goods or services are provided. Any Additional Maintenance and Support Services requested by COUNTY and determined by CONTRACTOR to be billable by CONTRACTOR must be identified as a chargeable service prior to the service being performed and must be approved in writing in advance by COUNTY’s Contract Administrator. Additional Maintenance Services include, but are not limited to, the following:

1) ADDITIONAL TRAINING

A specific amount of training is included in this Agreement. Additional training at a COUNTY facility is available upon request by COUNTY at an additional charge under the terms of this Agreement. Requests for additional training will be reviewed by CONTRACTOR and must be requested in writing in advance by COUNTY’s Contract Administrator. Charges will be at rates identified in this Agreement.

2) DATA AND SYSTEM CORRECTIONS

Data and System Corrections include any corrective actions accomplished by CONTRACTOR on-site or via VPN which are necessary due to COUNTY errors or unauthorized source code or data access by COUNTY. Unauthorized access to the data is defined as any COUNTY editing of data through other than normal system usage as defined in System Documentation. Unauthorized access to source code is defined as any COUNTY access whatsoever to System source code. Services provided by CONTRACTOR are not billable when they result from errors caused by FreshService or instruction provided by CONTRACTOR.

3) CUSTOMER SITE VISITS

Site visits to COUNTY sites, as may be requested in writing by COUNTY and that are within the scope of the project services, are available at no charge for reasons such as, but not limited to, (1) additional system training on hardware or software usage; (2) resolution of System difficulties not resulting from actions by, or otherwise the responsibility of CONTRACTOR; (3) installation of Software Releases; and (4) assistance in equipment

1 maintenance, movement or diagnosis. Site visits outside of the scope of project services
2 will be reviewed by CONTRACTOR and must be requested in writing in advance by the
3 COUNTY's Contract Administrator. Charges will be at rates identified in this Agreement.
4

5 **E) CONTRACTOR'S PROJECT COORDINATOR**

6 Upon execution of this Agreement, CONTRACTOR shall appoint a Project
7 Coordinator who will act as the primary contact person to interface with COUNTY for
8 implementation, maintenance and support of FreshService.

9 **F) SYSTEM UPDATES AND NEW PRODUCTS**

10 **1) SYSTEM UPDATES**

11 From time to time CONTRACTOR will develop and provide System Updates to
12 COUNTY for the COUNTY'S licensed CONTRACTOR software ("System Updates").
13 System Updates shall be subject to the terms and conditions of this Agreement and shall
14 be deemed licensed System Software and will be made available to COUNTY at no
15 additional charge to COUNTY. System Updates will be made available to COUNTY at the
16 discretion of CONTRACTOR but will not be unreasonably withheld.

17 **2) NEW PRODUCTS**

18 CONTRACTOR may from time to time release new software with capabilities
19 substantially different from or greater than the System Software ("New Products") and
20 which therefore do not constitute System Updates. These New Products will be made
21 available to COUNTY upon terms and at a cost not to exceed CONTRACTOR's then
22 standard rates for similarly situated customers.
23

24 **G) OTHER**

25 Unless otherwise specified, for third-party software, CONTRACTOR shall provide standard
26 documentation in electronic form (via the Internet or File Transfer Protocol (FTP)).

27 **H) SOFTWARE HOSTING SERVICES**
28

1 CONTRACTOR shall select a reputable host for the server on which FreshService is hosted
2 and from which access is to be provided to COUNTY for Authorized Facilities. In the event of a
3 Security Breach, CONTRACTOR will be liable for payment of or reimbursement to the COUNTY
4 for all remediation expenses, and any monetary losses up to the maximum Total Contract Cost, as
5 set forth in Section VI-B. CONTRACTOR will make every reasonable effort to maintain a 99.8%
6 up-time for the hosted FreshService system. CONTRACTOR reserves the right to establish a
7 monthly maintenance window for the purpose of upgrading, patching, or modifying, or repairing
8 portions of or the entire FreshService environment. The monthly window will be mutually agreed
9 to in writing by CONTRACTOR's Project Coordinator and COUNTY's Project Manager.

10 **I) SYSTEM RELIABILITY**

11 "Planned Downtime" shall be defined as System non-availability due to System Software error,
12 malfunction, or Deficiency in the Application Software, or due to System Maintenance activity
13 other than in accordance with the scheduling parameters set forth in this Agreement. COUNTY
14 may not be able to access or use the System Software services (a) during planned downtime for
15 upgrades and maintenance to the System Software (of which the CONTRACTOR will use
16 commercially reasonable efforts to notify COUNTY in advance through the System Software
17 services) ("**Planned Downtime**"). CONTRACTOR will use commercially reasonable efforts to
18 schedule Planned Downtime for weekends (Pacific Time zone) and other off-peak hours.
19 Examples of Downtime include, without limitation:

- 20 1. One (1) or more COUNTY facilities cannot access the System for reasons within
21 CONTRACTOR'S Control; or
- 22 2. Any functional Component of the System or Interface is not available and is within
23 CONTRACTOR'S control.

24 COUNTY requires that there be no unscheduled Downtime for routine maintenance of the
25 Application Software. COUNTY will accept occasional scheduled Downtime for significant non-
26 routine Updates and maintenance to be scheduled by CONTRACTOR only with COUNTY'S prior
27 written approval and at COUNTY'S discretion, exercised in good faith. Non-routine maintenance
28 includes such tasks as major System Software version Updates. CONTRACTOR shall use its

1 best efforts to keep scheduled Downtime for non-routine maintenance to a minimum and if
2 required, any excess scheduled Downtime will be agreed to in writing in advance by COUNTY.

3 **J) PRIVACY REQUIREMENTS**

4 CONTRACTOR shall be responsible for the following privacy and security safeguards:

5 1) If new or unanticipated threats or hazards are discovered by either the COUNTY or the
6 CONTRACTOR, or if existing safeguards have ceased to function, the discoverer shall
7 without undue delay bring the situation to the attention of the other Party.

8 2) CONTRACTOR shall be responsible for the following privacy and security safeguards:

9 a) Other than for CONTRACTOR's own use and purposes, the CONTRACTOR shall
10 not publish or disclose in any manner the details of any safeguards either designed or
11 developed by the CONTRACTOR under this Agreement or otherwise provided by the
12 COUNTY.

13 b) To the extent required to carry out a program of inspection to safeguard against
14 threats and hazards to the security, integrity, and confidentiality of COUNTY data, the
15 CONTRACTOR shall afford the COUNTY access as necessary at CONTRACTOR's
16 discretion, to CONTRACTOR'S facilities, installations, technical capabilities,
17 operations, documentation, records, and databases within 72 hours. The program of
18 inspection shall include, but is not limited to: Authenticated and unauthenticated
19 operating system/network vulnerability scans, authenticated and unauthenticated web
20 application vulnerability scans, and authenticated and unauthenticated database
21 application vulnerability scans. Automated scans may be performed by COUNTY
22 personnel, or agents acting on behalf of the COUNTY, using COUNTY operated
23 equipment, and COUNTY specified tools.

24 Should CONTRACTOR choose to run its own automated scans or audits, results from these
25 scans may, at the COUNTY's discretion, be accepted in lieu of COUNTY-performed vulnerability
26 scans. In these cases, scanning tools and their configuration shall be approved by the COUNTY.
27 In addition, the results of CONTRACTOR conducted scans shall be provided in full to the
28 COUNTY.

K) PROTECTION OF INFORMATION

CONTRACTOR shall be responsible for properly protecting all information used, gathered, or developed as a result of work under this Agreement. CONTRACTOR shall also protect all COUNTY data, equipment, etc. by treating such information as sensitive. It is anticipated that this information will be gathered, created, and stored within the Primary Work Location. Should CONTRACTOR personnel remove any information from the Primary Work Location, CONTRACTOR shall protect such information to the same extent it would its own proprietary data and/or company trade secrets. The use of any information subject to the applicable data privacy laws will be utilized in full accordance with all rules of conduct applicable to applicable data privacy laws and in accordance with the Privacy Notice. Privacy Notice means CONTRACTOR's privacy notice at www.freshworks.com/privacy as updated from time to time.

COUNTY will retain unrestricted rights to COUNTY data. The COUNTY retains ownership of any user created/loaded data and applications hosted on CONTRACTOR's infrastructure, as well as maintains the right to request full copies of these at any time.

Data processed and stored by the various applications within the network infrastructure contains financial data as well as personally identifiable information (PII). This data and PII shall be protected against unauthorized access, disclosure, modification, theft, or destruction. CONTRACTOR shall ensure that the facilities housing the network infrastructure are physically secure. COUNTY acknowledges and agrees that CONTRACTOR and its group companies may also access or disclose information about the COUNTY, its Agents and end-users including COUNTY data in order to (a) comply with the law or respond to lawful requests or legal process; (b) protect group companies' or CONTRACTOR's customers' or partners' rights or property, including enforcement of this Agreement or other policies associated with the System Software services; (c) act on a good faith belief that such disclosure is necessary to protect personal safety or avoid violation of applicable law or regulation.

The data must be available to COUNTY upon request within one (1) business day or within the timeframe specified otherwise, and shall not be used for any other purpose other than that specified herein. CONTRACTOR shall provide requested data at no additional cost to COUNTY.

1 No data shall be released by CONTRACTOR without the consent of COUNTY in writing. All
2 requests for release must be submitted in writing to COUNTY.

3 **L) CLIENT INSTALL**

4 Should the FreshService require installation of software on the client PC, the FreshService will
5 not be installed under a specific User Profile, but and it must install available to all users on the all
6 users desktop. The FreshService can require an administrator to install the FreshService, but the
7 FreshService must not require administrative rights in order to operate the FreshService.

8
9 3. OBLIGATIONS OF THE COUNTY

10 **A) COUNTY CONTRACT ADMINISTRATOR**

11 COUNTY appoints its Chief Information Officer (CIO) or his/her designee, as COUNTY's Contract
12 Administrator, with full authority to deal with CONTRACTOR in all matters concerning this
13 Agreement.

14 **B) SAFEGUARDING SYSTEM SOFTWARE**

15 COUNTY will follow its present practices to safeguard System Software delivered to COUNTY by
16 CONTRACTOR. A copy of COUNTY'S "Information Technology (IT) Standards and Preferences"
17 will be made available upon request.

18 **C) COUNTY PROJECT MANAGER**

19 Upon execution of this Agreement, COUNTY's Contract Administrator shall designate one individual
20 from ISD who will function as Project Manager with responsibility for day-to-day management of the
21 project for implementation of FreshService. The Project Manager and COUNTY personnel shall
22 have the necessary and appropriate training and experience to implement the terms of this
23 Agreement. COUNTY acknowledges CONTRACTOR'S reliance on same.

24 Subject to any limitation on the number of individual Users/Agents available under the service plan
25 to which COUNTY subscribed, access and use of the System Software services is restricted to the
26 specified number of individual Users/Agents permitted under COUNTY's subscription to the System
27 Software services. Each Agent shall be identified using unique login information such as usernames
28 and passwords ("**Agent Login**") and such Agent Login shall be used only by one individual.

COUNTY is responsible for the confidentiality of COUNTY Data and Agent Login. COUNTY and/or the Agent should, therefore, not share Agent Login with any third parties. In any event, unless COUNTY notifies CONTRACTOR of any unauthorized use or suspicious activity in COUNTY's account, COUNTY is responsible for all activities that occur under COUNTY's account. CONTRACTOR, its Affiliates, employees or agents will not be liable for any damage or loss that may result from COUNTY's failure to protect COUNTY's login information, including its password. Without limiting the foregoing, COUNTY is solely responsible for ensuring that COUNTY's use of the System Software service to store and transmit any County data and/or COUNTY content is compliant with all applicable laws and regulations. COUNTY also maintains all responsibility for determining whether the System Software services or the information generated thereby is accurate or sufficient for COUNTY's purposes. For the purpose of this Agreement, **Affiliate** means, with respect to a Party, any entity that directly or indirectly controls, is controlled by, or is under common control with such Party, whereby "control" (including, with correlative meaning, the terms "controlled by" and "under common control") means the possession, directly or indirectly, of the power to direct, or cause the direction of the management and policies of such person, whether through the ownership of voting securities, by contract, or otherwise

D) OTHER COUNTY OBLIGATIONS

Technical assistance from COUNTY's ISD staff will be provided during the performance of the installation of the System Software. In particular, COUNTY will provide:

- a. Network connectivity and troubleshooting assistance.
- b. Ability to monitor network traffic and isolate bottlenecks.
- c. Technical assistance concerning the integration with existing COUNTY systems (if applicable).
- d. Expertise to handle issues with PCs, printers, and cabling before, during, and after rollout.

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1 4. TERM

2 This Agreement shall become effective on the Effective Date for a term of three (3) years, with the
3 option for two (2), one (1) year extensions, upon written authorization from the County's Director of
4 Internal Services or his/her designee and payment of subscription charges ("Annual License Fees").
5

6 5. TERMINATION

7 A) NONALLOCATION OF FUNDS

8 The terms of this Agreement, and the services to be provided thereunder, are contingent on the
9 approval of funds by the appropriating government agency. Should sufficient funds not be allocated,
10 the services provided may be modified, or this Agreement terminated, at any time by giving
11 CONTRACTOR thirty (30) days' advance written notice.

12 B) BREACH OF CONTRACT

- 13 • The COUNTY may immediately suspend or terminate this Agreement in whole or in part,
14 where in the determination of the COUNTY there is:
 - 15 1) An illegal or improper use of funds;
 - 16 2) A failure to comply with any term of this Agreement;
 - 17 3) A substantially incorrect or incomplete report submitted to the COUNTY;

18 In no event shall any payment by the COUNTY constitute a waiver by the COUNTY of any breach
19 of this Agreement or any default which may then exist on the part of the CONTRACTOR. Neither
20 shall such payment impair or prejudice any remedy available to the COUNTY with respect to the
21 breach or default. The COUNTY shall have the right to demand of the CONTRACTOR the
22 repayment to the COUNTY of any funds disbursed to the CONTRACTOR under this Agreement,
23 which in the judgment of the COUNTY were not expended in accordance with the terms of this
24 Agreement. The CONTRACTOR shall promptly refund any such funds upon demand.
25 CONTRACTOR may, upon thirty (30) days prior written notice to COUNTY, terminate this
26 Agreement if COUNTY fails to comply with any material term or condition of this Agreement unless
27 COUNTY cures such failure within such thirty (30) day period, or other such timeframe as may be
28 mutually agreed upon in writing by the Parties.

C) Effect of Terminating COUNTY'S Account:

Data Export: CONTRACTOR strongly recommends that COUNTY exports all Service Data before COUNTY terminates COUNTY's Account. In any event, following the termination of COUNTY's Account either by COUNTY or CONTRACTOR, unless otherwise specified elsewhere herein or in the Supplemental Terms, Service Data will be retained for a period of 14 days ("**Data Retention Period**") from such termination within which COUNTY may contact CONTRACTOR to export Service Data. Beyond such Data Retention Period, CONTRACTOR shall delete all Service Data in the normal course of operation. Service Data cannot be recovered once it is deleted. Further, when Service Data is migrated from one data center to another upon COUNTY's request, CONTRACTOR shall delete Service Data from the original data center after 14 days from such migration.

6. COMPENSATION/INVOICING:

COUNTY agrees to pay CONTRACTOR and CONTRACTOR agrees to receive compensation as follows:

A) MONTHLY LICENSE FEES:

License fees will be paid for each agent from the COUNTY. Monthly License fees will be paid annually for ongoing users i.e., the Annual License Fees. Any additional users added between annual billing periods will be pro-rated to the next annual invoice date.

1. Monthly License Fees for each Agent \$80.00

B) IMPLEMENTATION COSTS:

In the event that the COUNTY requires additional instances of FreshService, additional implementation costs may be required as agreed upon in writing.

C) TOTAL CONTRACT AMOUNT

In no event shall services performed under this Agreement exceed **\$1,200,000.00** during the entire possible five (5) year term of this Agreement. It is understood that all expenses incidental to CONTRACTOR'S performance of services under this Agreement shall be borne by CONTRACTOR.

1 D) INVOICING

2 CONTRACTOR shall submit invoices (which must reference the provided contract number),
3 either electronically or via mail (and must reference the provided contract number on the invoice) to
4 the County of Fresno ISD, Accounts Payable, 333 W. Pontiac Way, Clovis, CA 93612 or Accounts
5 Payable (ISDBusinessOffice@FresnoCountyCA.gov). COUNTY will pay CONTRACTOR within
6 forty-five (45) days of receipt of an approved invoice, by mail addressed to CONTRACTOR's
7 remittance address at 1250 Bayhill Drive, Suite 315, San Bruno, California – 94066.
8

9 7. INDEPENDENT CONTRACTOR:

10 In performance of the work, duties and obligations assumed by CONTRACTOR under this
11 Agreement, it is mutually understood and agreed that CONTRACTOR, including any and all of the
12 CONTRACTOR'S officers, agents, and employees will at all times be acting and performing as an
13 independent contractor, and shall act in an independent capacity and not as an officer, agent, servant,
14 employee, joint venturer, partner, or associate of the COUNTY. Furthermore, COUNTY shall have no
15 right to control or supervise or direct the manner or method by which CONTRACTOR shall perform its
16 work and function. However, COUNTY shall retain the right to administer this Agreement so as to
17 verify that CONTRACTOR is performing its obligations in accordance with the terms and conditions
18 thereof.

19 CONTRACTOR and COUNTY shall comply with all applicable provisions of law and the rules
20 and regulations, if any, of governmental authorities having jurisdiction over matters the subject thereof.

21 Because of its status as an independent contractor, CONTRACTOR shall have absolutely no right
22 to employment rights and benefits available to COUNTY employees. CONTRACTOR shall be solely
23 liable and responsible for providing to, or on behalf of, its employees all legally-required employee
24 benefits. In addition, CONTRACTOR shall be solely responsible and save COUNTY harmless from
25 all matters relating to payment of CONTRACTOR'S employees, including compliance with Social
26 Security withholding and all other regulations governing such matters. It is acknowledged that
27 during the term of this Agreement, CONTRACTOR may be providing services to others unrelated to
28 the COUNTY or to this Agreement.

1 8. CONFIDENTIALITY

2 A Party receiving Information (defined below) of the other will not disclose such Information other
3 than to persons in its organization who have a need to know and who will be required to comply with
4 this Section. The Party receiving Information will not use such Information for a purpose inconsistent
5 with the terms of this Agreement. "Information" means the Software, Documentation and all information
6 and intellectual property related thereto (including, but not limited to all databases provided to
7 COUNTY by CONTRACTOR whether created by CONTRACTOR or its third party licensors such as,
8 without limitation, the mapping product databases) as well as information related to the business of
9 CONTRACTOR or COUNTY. Information will not include: (i) information publicly known prior to
10 disclosure; (ii) information already in the lawful possession of the recipient without any confidentiality
11 obligation; (iii) information coming into the lawful possession of the recipient from a third party without a
12 breach of such third party's confidentiality obligation; (iv) is independently developed by the Party
13 receiving the Information without use of or reference to the disclosing Party's Confidential Information,
14 as shown by documents and other competent evidence in the receiving party's possession or (v)
15 information required to be disclosed pursuant to regulatory action or court order, provided adequate
16 prior written notice of any request to disclose (to the extent legally permitted) is given to the Party
17 whose information is to be disclosed. Each Party will exercise at least the same degree of care to
18 safeguard the confidentiality of the other's Information as it does to safeguard its own proprietary
19 confidential information, but not less than a reasonable degree of care.

20 9. MODIFICATION: Any matters of this Agreement may be modified from time to time by the
21 written consent of all the parties without, in any way, affecting the remainder.

22 10. NON-ASSIGNMENT AND DISCLAIMER OF WARRANTIES

23 Except to its Affiliates/within its group companies, neither Party shall assign, transfer or
24 subcontract this Agreement nor their rights or duties under this Agreement without the prior written
25 consent of the other Party which consent shall not be unreasonably withheld, of the other Party. In the
26 event of assignment to an Affiliate, the Party assigning its performance shall promptly inform the other
27 Party of such assignment in writing and shall not default in any of its payment obligations under this
28 Agreement. Subject to the foregoing restrictions, this Agreement will be fully binding upon, inure to the

benefit of and be enforceable by the Parties and their respective successors and assigns.

Disclaimer of Warranties.

Contractor warrants that the system software services will perform in all material respects in accordance with the system documentation. The system software services, including all server and network components are provided on an “as is” and “as available” basis. All express or implied representations and warranties, including any implied warranty of merchantability, fitness for a particular purpose, or non-infringement, are hereby excluded.

County acknowledges that the contractor does not warrant that the access to the system access services which is provided over internet and various telecommunications networks, all of which are beyond contractor’s control, will be uninterrupted, timely, secure, error-free or free from viruses or other malicious software.

11. HOLD HARMLESS AND LIMITATION OF LIABILITY:

CONTRACTOR agrees to indemnify, save, hold harmless, and, defend the COUNTY, its officers, agents, and employees from any and all costs and expenses (including attorney’s fees and costs), damages, liabilities, claims, regulatory fines and penalties , arising from third party claims against the COUNTY involving Cyber Risks which solely results from CONTRACTOR’s material breach or failure to perform, of CONTRACTOR, its officers, agents, or employees under this Agreement.

If, in any suit, action, proceeding or claim relating to the foregoing, a temporary restraining order or preliminary injunction is granted, CONTRACTOR shall make commercially reasonable effort to secure the suspension of the injunction or restraining order. If, in any such suit, action, proceeding or claim, the services, software or any Equipment provided by CONTRACTOR or any part, combination or process thereof, is held to constitute an infringement and its use is enjoined, CONTRACTOR shall immediately (a) secure a license to use the System Software, replace the infringing work or modify the same so that it becomes non-infringing,. If CONTRACTOR is unable to secure such license within a reasonable time, CONTRACTOR shall terminate the System Software and repay COUNTY on a pro-rated basis, any Annual License Fees COUNTY has previously paid the CONTRACTOR for the corresponding unused portion.

CONTRACTOR shall, at its expense, defend the third party claims mentioned in this section and

1 pay damages finally awarded against COUNTY in connection therewith, including the reasonable fees
2 and expenses of the attorneys, provided that (a) COUNTY promptly notifies THE CONTRACTOR of
3 the threat or notice of such claims; (b) CONTRACTOR has or will have the sole and exclusive control
4 and authority to select defense attorneys, defend and/or settle any such claims; and (c) COUNTY fully
5 cooperates with CONTRACTOR in connection therewith. CONTRACTOR will have no liability or
6 obligation with respect to any third party claims mentioned in this section if such claim is caused in
7 whole or in part by (i) compliance with designs, data, instructions or specifications provided by
8 COUNTY; (ii) modification of the System Software by anyone other than CONTRACTOR; or (iii) the
9 combination, operation or use of the System Software with other hardware or software where the
10 services would not by themselves be infringing.

11 COUNTY will indemnify and hold group companies harmless against any claim brought by a third
12 party against CONTRACTOR, and its respective employees, officers, directors and agents arising from
13 or related to use of the System Software services by COUNTY in breach of Section II(A)(7) on the
14 COUNTY'S restriction on use, Section III on the obligations of the COUNTY under this Agreement
15 and violation of applicable laws or matters which COUNTY has expressly agreed to be responsible
16 pursuant to this Agreement; provided that CONTRACTOR promptly notifies COUNTY of the threat or
17 notice of such a claim.

18 **LIMITATION OF LIABILITY:**

19 To the fullest extent permitted by applicable law, in no event will contractor, its affiliates, officers,
20 directors, employees, agents, suppliers or licensors be liable to any person for any indirect, incidental,
21 special, punitive, cover or consequential damages (including, without limitation, damages for lost
22 profits, lost revenue, lost sales, lost goodwill, loss of use or lost content, impact on business, business
23 interruption, loss of anticipated savings, loss of business opportunity) however caused, under any
24 theory of liability, including, without limitation, contract, tort, warranty, breach of statutory duty,
25 negligence or otherwise, even if contractor has been advised as to the possibility of such damages or
26 could have foreseen such damages. To the maximum extent permitted by applicable law, contractor's
27 maximum aggregate liability and that of its affiliates, officers, employees, agents, suppliers and
28 licensors, for the types of damages listed above and relating to the system software services, will be

1 limited to an amount equal to the annual license fees paid by county, for the system software services
2 to which the claim relates prior to the first event or occurrence giving rise to such liability.

3 The provisions of this Section XI shall survive the termination of this Agreement.

4 12. INSURANCE

5 Without limiting the COUNTY's right to obtain indemnification from CONTRACTOR or any third
6 parties, CONTRACTOR, at its sole expense, shall maintain in full force and effect, the following
7 insurance policies throughout the term of the Agreement:

8 A. COMMERCIAL GENERAL LIABILITY

9 Commercial General Liability Insurance with limits of not less than Two Million Dollars
10 (\$2,000,000.00) per occurrence and an annual aggregate of Four Million Dollars
11 (\$4,000,000.00). This policy shall be issued on a per occurrence basis. COUNTY may require
12 specific coverages including completed operations, products liability, contractual liability,
13 Explosion-Collapse-Underground, fire legal liability or any other liability insurance deemed
14 necessary because of the nature of this contract.

15 B. AUTOMOBILE LIABILITY

16 Comprehensive Automobile Liability Insurance with limits of not less than One Million Dollars
17 (\$1,000,000.00) per accident for bodily injury and for property damages. Coverage should
18 include any auto used in connection with this Agreement.

19 C. PROFESSIONAL LIABILITY

20 If CONTRACTOR employs licensed professional staff, (e.g., Ph.D., R.N., L.C.S.W., M.F.C.C.)
21 in providing services, Professional Liability Insurance with limits of not less than One Million
22 Dollars (\$1,000,000.00) per occurrence, Three Million Dollars (\$3,000,000.00) annual
23 aggregate.

24 D. TECHNOLOGY PROFESSIONAL LIABILITY (Errors and Omissions)

25 Technology professional liability (errors and omissions) insurance with limits of not less than
26 Two Million Dollars (\$2,000,000.00) per occurrence. Coverage shall encompass all of the
27 CONTRACTOR's duties and obligations that are the subject of this Agreement. Coverage shall
28 include, but not be limited to, any and all claims, damages, costs, fees, regulatory fines and

penalties, or forms of legal action involving Cyber Risks.

E. CYBER LIABILITY

CONTRACTOR shall obtain cyber liability insurance with limits of not less than Two Million Dollars (\$2,000,000) per occurrence. Coverage shall include, but not be limited to, claims involving Cyber Risks. The cyber liability policy shall be endorsed to cover the full replacement value of damage to, alteration of, loss of, or destruction of intangible property (including but not limited to information or data) that is in the care, custody, or control of the CONTRACTOR.

Definition of Cyber Risks. "Cyber Risks" include but are not limited to (i) Security Breaches, which may include disclosure, whether intentional or unintentional, of Information to an Unauthorized Third Party; (ii) breach of any of the CONTRACTOR's obligations under this Agreement; (iii) infringement of third party intellectual property including, but not limited to infringement of third party copyright, trademark, and trade dress; (iv) invasion of privacy, including release of private information by the CONTRACTOR; (v) information theft by any person or entity, whatsoever solely due to CONTRACTOR's breach; (vi) damage to or destruction or alteration of electronic information by the CONTRACTOR; (vii) extortion related to CONTRACTOR's obligations under this Agreement regarding electronic information, including Information provided by County; (viii) network security; (ix) data breach (solely by CONTRACTOR) response costs, including Security Breach response costs; (x) regulatory fines and penalties related to CONTRACTOR's obligations under this Agreement regarding electronic information, including Personal Information; and (xi) credit monitoring expenses .

F. WORKER'S COMPENSATION

A policy of Worker's Compensation insurance as may be required by the California Labor Code.

Additional Requirements Relating to Insurance

A. CONTRACTOR shall obtain endorsements to the Commercial General Liability insurance naming the County of Fresno, its officers, agents, and employees, individually and collectively, as additional insured, but only insofar as the operations under this Agreement are concerned. Such coverage for additional insured shall apply as primary

1 insurance and any other insurance, or self insurance, maintained by COUNTY, its officers,
2 agents and employees shall be excess only and not contributing with insurance provided
3 under CONTRACTOR's policies herein. This insurance shall not be cancelled or changed
4 without a minimum of thirty (30) days advance written notice given to COUNTY.

5 B. CONTRACTOR hereby waives its right to recover from COUNTY, its officers, agents,
6 and employees any amounts paid by the policy of worker's compensation insurance
7 required by this Agreement. CONTRACTOR is solely responsible to obtain any
8 endorsement to such policy that may be necessary to accomplish such waiver of
9 subrogation, but CONTRACTOR's waiver of subrogation under this paragraph is effective
10 whether or not CONTRACTOR obtains such an endorsement.

11 C. Within Thirty (30) days from the date CONTRACTOR signs and executes this
12 Agreement, CONTRACTOR shall provide certificates of insurance and endorsement as
13 stated above for all of the foregoing policies, as required herein, to the County of Fresno,
14 (Name and Address of the official who will administer this contract), stating that such
15 insurance coverage have been obtained and are in full force; that the County of Fresno, its
16 officers, agents and employees will not be responsible for any premiums on the policies; that
17 such Commercial General Liability insurance names the County of Fresno, its officers,
18 agents and employees, individually and collectively, as additional insured, but only insofar
19 as the operations under this Agreement are concerned; that such coverage for additional
20 insured shall apply as primary insurance and any other insurance, or self insurance,
21 maintained by COUNTY, its officers, agents and employees, shall be excess only and not
22 contributing with insurance provided under CONTRACTOR's policies herein; and that this
23 insurance shall not be cancelled or changed without a minimum of thirty (30) days advance,
24 written notice given to COUNTY.

25 D. In the event CONTRACTOR fails to keep in effect at all times insurance coverage as
26 herein provided, the COUNTY may, in addition to other remedies it may have, suspend or
27 terminate this Agreement upon the occurrence of such event.

28 E. All policies shall be issued by admitted insurers licensed to do business in the State of

California, and such insurance shall be purchased from companies possessing a current A.M. Best, Inc. rating of A FSC VII or better.

13. AUDITS AND INSPECTIONS:

CONTRACTOR shall at any time during CONTRACTOR'S normal business hours, and upon prior written notice, as often as the COUNTY may deem necessary, make available to the COUNTY for examination all of its records and data with respect to the matters covered by this Agreement. CONTRACTOR shall, upon request by the COUNTY, permit the COUNTY to audit and inspect all of such records and data necessary to ensure CONTRACTOR'S compliance with the terms of this Agreement. Any such examinations or audits shall be at COUNTY'S expense.

If this Agreement exceeds ten thousand dollars (\$10,000.00), CONTRACTOR shall be subject to the examination and audit of the California State Auditor for a period of three (3) years after final payment under contract (Government Code Section 8546.7).

14. NOTICES: The persons and their addresses having authority to give and receive notices under this Agreement include the following:

COUNTY

CONTRACTOR

Chief Information Officer

Toan Dang

333 W. Pontiac Way

1250 Bayhill Drive, Suite 315

Clovis, CA 93612

San Bruno, CA 94066

ISDBusinessOffice@FresnoCountyCA.gov

Toan.Dang@freshworks.com

CC: legal@freshworks.com

Any and all notices between the COUNTY and the CONTRACTOR provided for or permitted under this Agreement or by law shall be in writing and shall be deemed duly served when personally delivered to one of the Parties, or in lieu of such personal services, when deposited in the United States Mail, postage prepaid, addressed to such Party or by electronic mail sent to and confirmed by CONTRACTOR at CONTRACTOR's email address.

PRIMARY ESCALATION CONTACT INFORMATION

The persons and their contact information that the COUNTY or CONTRACTOR can use to escalate problems or situations. These contacts are listed in Exhibit 2 and may be updated on an

as-needed basis by either Party by notifying the other Party.

15. GOVERNING LAW:

Venue for any action arising out of or related to this Agreement shall only be in Fresno County, California.

The rights and obligations of the parties and all interpretation and performance of this Agreement shall be governed in all respects by the laws of the State of California.

16. DISCLOSURE OF SELF-DEALING TRANSACTIONS

This provision is only applicable if the CONTRACTOR is operating as a corporation (a for-profit or non-profit corporation) or if during the term of the agreement, the CONTRACTOR changes its status to operate as a corporation.

Members of the CONTRACTOR's Board of Directors shall disclose any self-dealing transactions that they are a party to while CONTRACTOR is providing goods or performing services under this agreement. A self-dealing transaction shall mean a transaction to which the CONTRACTOR is a party and in which one or more of its directors has a material financial interest. Members of the Board of Directors shall disclose any self-dealing transactions that they are a party to by completing and signing a Self-Dealing Transaction Disclosure Form, attached hereto as Exhibit 1 and incorporated herein by reference, and submitting it to the COUNTY prior to commencing with the self-dealing transaction or immediately thereafter.

17. ENTIRE AGREEMENT:

This Agreement constitutes the entire agreement between the CONTRACTOR and COUNTY with respect to the subject matter hereof and supersedes all previous Agreements negotiations, proposals, commitments, writings, advertisements, publications, and understandings of any nature whatsoever unless expressly included in this Agreement. If any provision in this Agreement is held by a court of competent jurisdiction to be unenforceable, such provision shall be modified by the court and interpreted so as to best accomplish the original provision to the fullest extent permitted by applicable law, and the remaining provisions of this Agreement shall remain in effect. CONTRACTOR'S non-exercise of any right under or provision of this Agreement does not constitute a waiver of that right or provision of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first hereinabove written.

CONTRACTOR

COUNTY OF FRESNO

DocuSigned by:
Bobby Jaffari
(Authorized Signature)
Bobby Jaffari VP/GM, North America

Sal Quintero
Sal Quintero Chairperson of the Board of
Supervisors of the County of Fresno

Print Name & Title
1250 Bayhill Dr., Suite 315,
San Bruno, California 94066

Mailing Address

ATTEST:

Bernice E. Seidel
Clerk of the Board of Supervisors
County of Fresno, State of California

By: Susan Bishop
Deputy

FOR ACCOUNTING USE ONLY:

ORG No.: 2880
Fund/Subclass.: 0001/10000
Account No.: 7311

Exhibit 1

SELF-DEALING TRANSACTION DISCLOSURE FORM

In order to conduct business with the County of Fresno (hereinafter referred to as "County"), members of a contractor's board of directors (hereinafter referred to as "County Contractor"), must disclose any self-dealing transactions that they are a party to while providing goods, performing services, or both for the County. A self-dealing transaction is defined below:

"A self-dealing transaction means a transaction to which the corporation is a party and in which one or more of its directors has a material financial interest"

The definition above will be utilized for purposes of completing this disclosure form.

INSTRUCTIONS

- (1) Enter board member's name, job title (if applicable), and date this disclosure is being made.
- (2) Enter the board member's company/agency name and address.
- (3) Describe in detail the nature of the self-dealing transaction that is being disclosed to the County. At a minimum, include a description of the following:
 - a. The name of the agency/company with which the corporation has the transaction; and
 - b. The nature of the material financial interest in the Corporation's transaction that the board member has.
- (4) Describe in detail why the self-dealing transaction is appropriate based on applicable provisions of the Corporations Code.
- (5) Form must be signed by the board member that is involved in the self-dealing transaction described in Sections (3) and (4).

(1) Company Board Member Information:			
Name:		Date:	
Job Title:			
(2) Company/Agency Name and Address:			

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(3) Disclosure (Please describe the nature of the self-dealing transaction you are a party to):

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(4) Explain why this self-dealing transaction is consistent with the requirements of Corporations Code 5233 (a):

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(5) Authorized Signature

Signature :		Date:	
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C. **Exhibit 2**

(1)

COUNTY

Contact # 1:
Daniel Moore
Information Technology Manager
Office Phone: (559) 600-5800
Email: dmoore@co.fresno.ca.us

CONTRACTOR

Contact # 1:
Name: Toan Dang
Title: Account Executive
Office Phone: 650-437-7022
Cell Phone: 650-515-7915

Email: toan.dang@freshworks.com

(2)

COUNTY

Contact # 2:
Mark Zack
Information Technology Division Manager
Office Phone: (559) 600-5800
Cell Phone: (559) 349-0210
Email: mzack@co.fresno.ca.us