

Service Order Form

CUSTOMER INFORMATION						
Contact information Name/Organization: Carroll County School District Email address: zachary.morris-dean@carroll.kyschools.us Address: 813 Hawkins St. Carrollton, KY, 41008 Phone:			Billing Information (if different from contact info) Name: Email address: Address: Phone:			
Term Start Date:	February 28, 2020		Term End Date:	February 28, 2021		
PO:	Yes		Billing:	Annual		
PO Number:	TBD					
Payment Method:	ACH					
User benefits:	- Incentivized price valid only if executed by February 28, 2020 - Net forty-five (45), 15 day notice period					
SUBSCRIPTION INFORMATION						
Service Name:	Plan:	Quantity:	List Price:	Duration (months):	Discount:	Total
Freshservice	Garden	5	\$49	12	15%	\$2,499.00
Asset Management	2500 Packet Annual	1	\$3,000	12	15%	\$2,550
Total Annual Subscription Charges =>					\$5,049	
Grand Total (Total Annual Subscription Charges + Other Fees and Charges) =>					\$5,049.00	
TERMS						
<ul style="list-style-type: none"> All payments are due within (45) days of invoicing. The Subscription Term will automatically renew for successive terms unless terminated in accordance with the Terms of Service. Any applicable sales tax relevant to the particular State/Country will be levied depending on the billing address. Any discount provided shall not apply to subsequent renewed terms The activation of Your Account and billing shall be processed based on this Service Order Form. Notwithstanding anything contained in any other forms, purchase orders or any other documents, the terms of this Service Order Form shall prevail. By signing this Service Order Form ("Form") where indicated below, Customer identified below and Freshworks Inc. ("Freshworks") (each of Freshworks and Customer, a "Party" and, together, the "Parties") are entering into a binding legal contract consisting of this Form and the "Terms of Service" on www.freshworks.com/terms. 						
_____ (Carroll County School District) (Signature) Name: Title:			_____ (FRESHWORKS INC.) (Signature) Name: Title:			

Annex A
ADDENDUM

This addendum (“**Addendum**”) to the Terms available at freshworks.com/terms, governing use of the Service(s) (“**Terms**”) and accepted by **Carroll County School District** (“**You**”), is effective as of February 7, 2020 (“**Addendum Effective Date**”).

1. **DEFINITIONS.** Capitalized terms used in this Addendum have the meanings set forth in the Terms unless otherwise defined in this Addendum.
2. **The following sections of the Terms of Service are hereby amended as follows:**
 - a. Section 16.3 of the Terms of Service, is hereby deleted and shall be replaced as follows:

16.3 We may amend these Terms from time to time, in which case the new Terms will supersede prior versions. Please read these Terms of use carefully before You start to use Our Service(s) or Websites, as these will apply to Your use of the Service(s) and Our Websites. Please check these Terms from time to time to take notice of any changes We made, as they will be binding on You. We will notify You not less than ten (10) days prior to the effective date of any amendments to these terms of service and Your continued use of the Service(s) following the effective date of any such amendment may be relied upon by Us as Your acceptance of any such amendment. ***If You do not wish to accept any such amendment to these Terms, You may request to terminate Your Account by writing to support@freshworks.com by providing Us a notice of not less than thirty (30) days from the effective date of such amendment and You shall be eligible for a pro-rated refund of the Subscription Charges for the remainder of the unused Subscription Term.*** With respect to amendments only to the Supplemental Terms, We will notify You as aforementioned only if the Supplemental Terms are applicable to You. Our failure to enforce at any time any provision of these Terms does not constitute a waiver of that provision or of any other provision of the Terms.
 - b. Section 23 of the Terms of Service, Governing Law and Dispute Resolution, is hereby deleted and shall be replaced as follows:

23.1 These Terms shall be governed by the laws of the State of Kentucky without regard to conflict of laws principles. You hereby expressly agree to submit to the exclusive personal jurisdiction of the federal and state courts of the State of Kentucky, Carroll County for the purpose of resolving any dispute relating to the Terms or Your access to or use of the Service(s).

23.2 Omitted.
3. **TERMINATION.** This Addendum will automatically terminate upon any termination of the Agreement. Any termination of this Addendum will be without prejudice to any other rights or remedies a party has under the Terms.
4. **ENTIRE AGREEMENT; CONFLICT.** Except as amended by this Addendum, the Terms will remain in full force and effect. With respect to the subject matter hereof, this Addendum, together with the Terms as amended by this Addendum: (a) is intended by the parties as a final, complete and exclusive expression of the terms of their agreement; and (b) supersedes all prior agreements and understandings whether oral or written) between the parties. If there is a conflict between the Terms and this Addendum, this Addendum will prevail. If there is a conflict between this Addendum and any other amendment or addendum to the Terms or to this Addendum, the document later in time will prevail.
5. **COUNTERPARTS; DELIVERY.** This Addendum may be executed in two or more counterparts, each of which will be deemed an original and all of which taken together will be deemed to constitute one and the same document. The parties may sign and deliver this Addendum by electronic or facsimile transmission.

IN WITNESS WHEREOF, the parties have executed this Addendum as of the Addendum Effective Date.

_____ (CUSTOMER) (Signature)	_____ (FRESHWORKS INC.) (Signature)
Name:	Name:
Title:	Title: