



## Service Order Form

CUSTOMER INFORMATION			
<b>Billing Contact information</b>		<b>Shipping Contact Information</b>	
Contact Name: Marites Delos-Reyes - AP		Contact Name (Shipping): Robyn Kondo	
Organization: Alameda Unified School District		Organization: Alameda Unified School District	
Email address: accountspayable@alamedaunified.org		Email address: rkondo@alamedaunified.org	
Phone:		Phone:	
Bill-To Address: 2060 Challenger Dr, Alameda, California, 94501, United States		Ship-To Address: 2060 Challenger Dr, Alameda, California, 94501, United States	
<b>Term Start Date:</b>	March 29, 2021	<b>Term End Date:</b>	March 28, 2024
<b>PO:</b>	No	<b>Billing:</b>	Yearly
<b>PO Number (If Applicable):</b>		<b>Contract Duration:</b>	36 Months
<b>Payment Method:</b>	ACH	<b>Payment Terms:</b>	Net 45

Product Instance ID	Product Instance Domain	No. of Users
353968	alamedaunifiedschooldistri.freshservice.com	11

### One-Time

Type	Item Name	List Price	Net price/Unit	Duration (months)	Quantity	Net Price
Service	Freshservice Onboarding - Silver	\$5,000.00	\$5,000.00	-	1	\$5,000.00
Total Price						\$5,000.00

### Yearly

Type	Item Name	List Price	Discount %	Net price/Unit	Duration (months)	Quantity	Net Price
Product	Freshservice Pro Annual	\$89.00	15%	\$75.65	12	11	\$9,985.80
Add-on	Freshservice Assets (Pack of 500)	\$75.00	0%	\$75.00	12	3	\$2,700.00
Discount							12.20%



Type	Item Name	List Price	Discount %	Net price/Unit	Duration (months)	Quantity	Net Price
Total Price							<b>\$12,685.80</b>

<b>Net Annual Price:</b>	<b>\$17,685.80</b>
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Total Year one (License costs +Onboarding)	\$17,685.80
Total Year two (License costs only)	\$12,685.80
Total Year three (License costs only)	\$12,685.80
<b>Total price for 3 years</b>	<b>\$43,057.4</b>

#### COMMERCIAL TERMS

- The Subscription Term will automatically renew for successive terms unless terminated in accordance with the Terms of this Agreement.
- 12.20% discount offered for this subscription and is valid only if executed prior to March 29, 2021.

#### TERMS

- This Order is valid only if executed prior to March 29, 2021.
- Any service performed by a third-party will be subject to the terms negotiated between the Customer and such third-party.
- Any applicable tax relevant to the particular State/Country will be levied depending on the shipping address.
- The Subscription Charges 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**").
- The continued activation of Customer's Account is based on the successful payment of the Subscription Charges.
- 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**"). Provided, however, the following section of the Agreement is amended as follows:

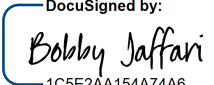
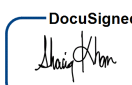
Clause 7.3 (Renewal) of the Terms is hereby amended and shall henceforth read as follows:  
 7.3 Renewal: Customer's subscription to the Services(s) will renew for successive terms upon mutual written agreement between the Parties unless terminated in accordance with



the terms of this 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 signor is a duly authorized agent of Customer and hereby waives all claims to the contrary.

Freshworks Inc.		Alameda Unified School District	
Name	Bobby Jaffari	Name	Shariq Khan
Title	President, North America	Title	Chief Business Officer

Signature	DocuSigned by:  1C5E2AA154A74A6...	Signature	DocuSigned by:  AF76BF3178424B1...
Date	March 24, 2021   3:37 PM PDT	Date	March 24, 2021   12:05 PM PDT





## STATEMENT OF WORK

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

This Statement of Work (the “**SOW**”) **No. FRSHW-44770 - Silver** is entered into by and between:

Provider	Customer
<b>Freshworks Inc.</b> , a Delaware corporation with offices at 2950 S. Delaware Street, Suite 201, San Mateo, CA 94403 (“ <b>Provider</b> ” which expression shall mean and include its successors and assigns).	Alameda Unified School District, a Unified School District organized under the Constitution and laws of the State of California and California Education code with offices at 2060 Challenger Dr, Alameda, California, 94501, United States (“ <b>Customer</b> ” which expression shall mean and include its successors and assigns).
This Statement of Work (“ <b>SOW</b> ”), effective as of the last signature date noted below (“ <b>Effective Date</b> ”), is made pursuant and subject to the terms and conditions of the Agreement). Customer and Provider are individually referred to as “ <b>Party</b> ” and collectively as “ <b>Parties</b> ”.	

### Section 1: Scope of Engagement

#### I. In-Scope for this Engagement:

- A. Provider's 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 3” of this SOW

#### II. Out-of-Scope for this Engagement:

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

### Products in Scope

Freshservice

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

Services Included in the package	Implementation Package Name	Silver / Quickstart
	Duration in continuous weeks	Six (6)
	Type of Engagement	fixed bid and fixed scope
	Configuration and Out-of-the-Box Integration Ownership	Customer (Customer plans, owns and executes configuration and integrations), and Provider is consulted by the customer for any guidance as needed.
	Instructor led Remote	1 Admin training session per product for 90 minutes.



	Training	Remote Training
	Assigned Team from Provider	Technical Onboarding Specialist
	Number of Remote Meetings per week	One (1) meeting, each for one (1) hour. All remote
	Deliverable	Consultation for planning and configuration, Training session, Canned Training materials
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)	1,000 USD per week
	Additional Remote Training Session	250 USD per one hour session
	Migration, BOTs, Custom applications or integrations that are not on Provider's Marketplace	Pricing based on scope

## Section 2: Pricing

Based on the scope of Engagement Services and assumptions set forth the total charges for all aspects defined in the “Section 1 - In-Scope for this Engagement” of this SOW is quoted at \$5,000.00.

Type	Item Name	List Price	Net price/Unit	Quantity	Net Price
Service	Freshservice Onboarding - Silver	\$5,000.00	\$5,000.00	1	\$5,000.00
<b>Total Price</b>					<b>\$5,000.00</b>

## 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
4. Informed refers to the team or employee or company who can or needs to be kept informed of progress

Phase	Activities	Provider	Customer
Project Planning and Management	Creating and maintaining project plan, RAID log from a Freshworks/Product perspective. Adding and maintaining project plan with specific inputs on customer's business needs, priorities and org objectives. Resource Management at Customer's side. Ensuring timely completion of deliverable from Customer's side and timely decision making. Assignment of tasks and ownership to Customer resources. Alignment of stakeholders within Customer's company. Convening sessions and meetings with internal Customer stakeholders. Active participation and availability of necessary Customer stakeholders. Ensuring necessary requirements and logistics for the overall engagement are in place from customer's side, Escalate for delays and key risks.		AR
	Alignment of stakeholders, and communication within Freshworks	AR	
	Preparation of Statement of work (SOW). Ensuring timely completion of deliverable from Freshworks / product implementation perspective. Answering and providing clarifications and guidance to the questions coming from within the Customer's company. Escalate for delays and key risks.	AR	C
Initiate	Ensuring necessary requirements are captured from a product perspective. Ensuring necessary requirements are captured from a Customer's business requirement perspective		AR
	Presenting Freshworks methodology, framework, escalation matrix, proposed governance model	AR	C
Design, Configuration and Testing	Providing Input and suggestions to the overall technical solution from a Freshworks/Product implementation perspective. Detailing necessary requirements and logistics for the configuration exercise from a Freshworks/ Product implementation perspective. Understand requirements, data flow, and logistics for integration. Configuring Freshworks product or suite. Implementing integration in development / UAT / Production from Freshworks perspective. Setting up configurations within the Customer's environment. Finalising	C	AR



	technical requirements specification. Implementing integration in development / UAT / Production on Customer's environment . Creating and maintaining a test plan, test execution, recording test results and sign-off		
Training	Identifying the list of topics needed for training. Sharing the list of canned training available in the public domain. Conducting trainings and Preparing training setup for the set of individuals identified as super-users, key administrators, trainers, and product champions within the Customer's company.	AR	
	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	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	

#### Section 4: General Assumptions

<p>1. All materials from Provider will be provided in the English language. Services will be provided by the Provider during standard business hours, on generally accepted days of operation within the relevant region where the Services are performed, excluding local holidays.</p> <p>2. The scope of this Agreement is purely around Onboarding and Implementation Services being provided by the Provider and not around products or support services.</p> <p>3. Once Provider submits a completed Deliverable to Customer, Customer has five (5) business days to respond to Provider that it is in receipt of such Deliverable (“Acknowledgement Period”). Customer’s receipt response must include its</p>	<p>6. Additional charges may apply for scope changes, change requests, delays caused by Customer or third parties contracted by Customer, or events that Provider has no control over. Any such changes will be set forth in a change order. All charges associated with scope changes, change requests, or 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 Provider’s 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 canceled or refunded.</p> <p>7. In consultation with the Customer the Provider</p>
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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 Provider 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 Provider with sufficient written detail to clearly identify the reason for non-acceptance so that Provider can correct any material and substantial non-conformity. The Parties shall repeat this process until such time that the Customer has accepted the completed Deliverable. Provider shall not be responsible for delays, due to the lack of access, facilities, cooperation or information requested by the Provider 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.

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 Provider.

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 the Provider's 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 three (3) months after the Effective Date 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 three (3) months due to the Provider's reasons, the Provider commits to furnish the deliverable that is in scope for this SOW along with the Customer.

## Addendum A: Detailed Scope

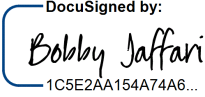
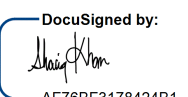
1. Depending on the specific requirements from the Customer, this "Addendum A" is to be updated by the Provider, prior to signature of this SOW.
2. This Addendum is a part of the SOW.



[This Addendum A can include custom work (integrations or portal), private applications, specific requirements about modules if any, etc. In case there is no data specifically populated for Addendum A, then the default clauses and conditions of the Agreement hold good.]

### 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.		Alameda Unified School District	
Name	Bobby Jaffari	Name	Shariq Khan
Title	President, North America	Title	Chief Business Officer
Signature	 1C5E2AA154A74A6...	Signature	 AF76BF3178424B1...
Date	March 24, 2021   3:37 PM PDT	Date	March 24, 2021   12:05 PM PDT

**Addendum B - Change Request Form****Change Request Form**

Customer Name

Customer Contact No.

Customer Email Id:

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

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>			
<i>As authorized agent of Customer, I hereby acknowledge &lt;completion or rejection&gt; of the project tasks outlined above.</i>				
Client Signatory:	_____	Date:	_____	Approved Rejected
	<Enter name here>			

## Certificate Of Completion

Envelope Id: CB65627736B8427C96C2098F0F83A4E3	Status: Completed
Subject: Please DocuSign: Alameda Unified School District SOF and SOW - Updated.docx	
Source Envelope:	
Document Pages: 12	Signatures: 2
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Lydia Grendahl
Time Zone: (UTC+05:30) Chennai, Kolkata, Mumbai, New Delhi	2950 S. Delaware Street, Suite 201
	San Mateo, CA 94403
	lydia.grendahl@freshworks.com
	IP Address: 23.252.62.110


## Record Tracking

Status: Original	Holder: Lydia Grendahl	Location: DocuSign
3/18/2021 2:47:19 AM	lydia.grendahl@freshworks.com	

## Signer Events

Signature	Timestamp
Shariq Khan skhan@alamedaunified.org Chief Business Officer Alameda Unified School District Security Level: Email, Account Authentication (None)	Sent: 3/18/2021 7:45:48 PM Resent: 3/25/2021 12:26:00 AM Viewed: 3/25/2021 12:31:16 AM Signed: 3/25/2021 12:35:18 AM
 DocuSigned by: AF76BF3178424B1...	
Signature Adoption: Uploaded Signature Image Using IP Address: 206.110.189.156	

**Electronic Record and Signature Disclosure:**  
 Accepted: 3/25/2021 12:31:16 AM  
 ID: b4f7872b-c3cd-4fa7-9f15-c3aaffef8f3c

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Robyn Odell rodell@alamedaunified.org Security Level: Email, Account Authentication (None)		Sent: 3/18/2021 7:45:49 PM Viewed: 3/18/2021 7:52:36 PM
<b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign		
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	3/18/2021 2:59:53 AM
Certified Delivered	Security Checked	3/25/2021 12:31:16 AM
Signing Complete	Security Checked	3/25/2021 12:35:18 AM
Completed	Security Checked	3/25/2021 12:35:18 AM
Payment Events	Status	Timestamps

**Electronic Record and Signature Disclosure**

## **CONSUMER DISCLOSURE**

From time to time, Freshdesk (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign, Inc. (DocuSign) electronic signing system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the "I agree"™ button at the bottom of this document.

### **Getting paper copies**

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after signing session and, if you elect to create a DocuSign signer account, you may access them for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

### **Withdrawing your consent**

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### **Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign "Withdraw Consent"™ form on the signing page of a DocuSign envelope instead of signing it. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

### **All notices and disclosures will be sent to you electronically**

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures

electronically from us.

**How to contact Freshdesk:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: [legal@freshdesk.com](mailto:legal@freshdesk.com)

**To advise Freshdesk of your new e-mail address**

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at [legal@freshdesk.com](mailto:legal@freshdesk.com) and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc. to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in the DocuSign system.

**To request paper copies from Freshdesk**

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to [legal@freshdesk.com](mailto:legal@freshdesk.com) and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

**To withdraw your consent with Freshdesk**

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to [legal@freshdesk.com](mailto:legal@freshdesk.com) and in the body of such request you must state your e-mail, full name, US Postal Address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

**Required hardware and software**

Operating Systems:	Windows® 2000, Windows® XP, Windows Vista®; Mac OS® X
Browsers:	Final release versions of Internet Explorer® 6.0 or above (Windows only); Mozilla Firefox 2.0 or above (Windows and Mac); Safari®, 3.0 or above (Mac only)
PDF Reader:	Acrobat® or similar software may be required to view and print PDF files
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	Allow per session cookies

\*\* These minimum requirements are subject to change. If these requirements change, you will be asked to re-accept the disclosure. Pre-release (e.g. beta) versions of operating systems and browsers are not supported.

**Acknowledging your access and consent to receive materials electronically**



To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the "I agree"™ button below.

By checking the "I agree"™ box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC CONSUMER DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify Freshdesk as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by Freshdesk during the course of my relationship with you.