For the purposes of a Call-off Contract under G-cloud 15, references in this Zendesk Customer Agreement to *Customer* also means "Buyer" and references to *Zendesk* also means "Supplier"

ZENDESK CUSTOMER AGREEMENT

This Agreement governs Customer's access and use of the Services and is effective when Customer clicks to accept or otherwise agrees to it (the "**Effective Date**").

SECTION 1 ACCESS AND USE RIGHTS

1.1 **Access Rights**. Zendesk grants Customer, its Affiliates, service providers and authorized personnel a non-exclusive, non-transferable, revocable right to access and use the Services for internal business purposes during the Subscription Term. Customer is responsible for its Affiliates', service providers' and personnel's use of the Services and compliance with this Agreement.

1.2 **Free Trials and Early Access Program**. Zendesk may offer Customer a free trial of certain Services under this Agreement and the Free Trial Terms. Zendesk offers pre-release access to certain features. If Customer opts-in, such features will be subject to the Early Access Terms rather than this Agreement.

1.3 **Third-Party Products**. Customer's use of Third-Party Products will be subject to the applicable terms with the Third-Party Product providers. Zendesk is not responsible for any Third-Party Products and Customer waives any claims against Zendesk relating to Third-Party Products. By using Third-Party Products, Customer permits Zendesk to share Customer's Account information and Service Data with applicable Third-Party Product providers.

1.4 **Support**. Zendesk will provide Customer standard support for the Services as detailed in the Documentation. If purchased by Customer, Zendesk will provide upgraded support or support that includes service level agreements.

1.5 **Supplemental Terms**. Customer's use of certain Services is subject to Supplemental Terms.

1.6 **Updates**. Zendesk may update the Services from time to time. If an update materially reduces the overall functionality of the Services and Zendesk has not provided a reasonable alternative, Customer may terminate the affected Services and receive a pro-rated refund of the prepaid, unused Charges.

SECTION 2 USING THE SERVICES

2.1 **Customer Obligations**. Customer will: (i) comply with the terms of this Agreement; (ii) comply with the User Content and Conduct Policy; (iii) provide any notices to, and obtain any required consents from, Agents and End Users necessary for Zendesk to lawfully process Service Data; (iv) if Customer provides Agent information to Zendesk to create account logins, inform those Agents about applicable rights outlined in the Privacy Notice; (v) ensure its use of the Services complies with applicable laws, regulations, and legal requirements; and (vi) promptly notify Zendesk if Customer becomes aware of any unauthorized access to its account or the Services.

2.2 **Prohibited Uses**. Customer will not (and will not permit any other party to): (i) rent, lease, sell, distribute, transfer, or sublicense the Services, except as expressly authorized in this Agreement; (ii) provide any third party with unauthorized access to the Services; (iii) access the Services to research or develop a similar or competing product or service or derivative work; (iv) reverse engineer, decompile, disassemble, or seek to access the source code or non-public APIs to the Services; (v) circumvent any pricing or scope of use restrictions (including that no more than one individual may use each purchased Agent login); (vi) remove, obscure, or alter any proprietary or attribution notices in the Services; (vii) modify, adapt, or hack the Services or otherwise attempt to gain unauthorized access to the Services; (viii) attempt to bypass or break any security or rate limiting mechanism within the Services; or (ix) interfere with or disrupt the integrity, security, or performance of the Services.

SECTION 3 SERVICE DATA

3.1 **Use of Service Data**. As between the parties, Customer retains ownership of all Service Data. Customer instructs Zendesk to use Service Data to provide, secure, and improve Zendesk's products and services.

3.2 **Data Privacy and Security**. The Data Processing Agreement is incorporated by reference and applies to the extent Service Data includes any personal data. Zendesk will maintain security of Service Data according to the Enterprise Services Security Measures and Innovation Services Security Measures.

3.3 **Health Data**. Unless the parties have entered into a Business Associate Agreement or similar exhibit, Customer will not (and will not permit others to) store Health Data in the Services. Customer is responsible for configuring the Services to comply with HIPAA, HDS, and other applicable regulations.

3.4 **Export of Service Data**. During and 30 days after the Subscription Term, Customer may export Service Data, except for Service Data that: (i) has been deleted according to the Documentation, including the Service Data Deletion Policy; (ii) was created in violation of this Agreement; or (iii) is legally restricted. Zendesk is not obligated to maintain or provide deleted Service Data.

SECTION 4 PAYMENT TERMS

4.1 **Payment.** Customer will pay all agreed-upon Charges upon commencement of the Subscription Term, or as otherwise specified in an Order Form or SOW. If Customer requires Zendesk to use a vendor payment or compliance portal that charges Zendesk any fees, Zendesk may charge these fees to Customer. Customer will ensure its payment and account information remain accurate.

4.2 **Charges.** Charges are non-cancelable and non-refundable, except as expressly stated in this Agreement. Additional fees will apply if Customer exceeds applicable pricing metrics in the Order Form or the limits in the Storage Limits Policy. Customer cannot downgrade its Service Plan or reduce the applicable pricing metric (such as the number of Agents) during a Subscription Term. A Customer seeking any such downgrade or reduction for a future term must give 30 days' written notice of such changes prior to the end of the current Subscription Term to revops@zendesk.com. Customer must also remove or deactivate any affected Agents prior to the beginning of the subsequent Subscription Term to avoid renewal at their existing levels. If a new Order Form is not signed by the Customer before the end of the then-current Subscription Term, the Services will renew as stated in Section 7.2.

4.3 **Payment Disputes**. All payment, fee, or invoice disputes must be made in good faith and submitted to Zendesk prior to the payment due date, or within 30 days of invoice for Customers on immediate payment terms.

4.4 **Late Payment.** Zendesk may charge Customer interest at the maximum rate permitted by law on any overdue amounts, plus all collection expenses.

4.5 **Taxes**. Charges do not include Taxes. Customer is solely responsible for paying any Taxes, except for those applicable to Zendesk’s net income. If Zendesk has a legal obligation to collect or pay any Taxes, Zendesk will invoice the Customer for such Taxes, unless Customer provides Zendesk with a valid tax exemption certification authorized by the appropriate taxing authority before Zendesk issues the invoice.

4.6 **Withholding Tax**. If Customer is required to withhold Taxes from payments to Zendesk, Customer will: (i) deduct authorized Taxes from payments to Zendesk; (ii) remit withheld Taxes directly to tax authorities; and (iii) provide Zendesk a valid tax receipt within 75 days. If Customer fails to submit a valid tax receipt within 75 days, Customer will pay the full amount of the invoice. Any withholding will only be valid and enforceable if it is established within the Order Form signed by the Customer, and the Order Form will establish the amount or percentage that will be withheld.

4.7 **Resale Customers**. If Customer purchases the Services through a Reseller, all applicable fees will be paid by Customer directly to the Reseller. If Customer is eligible for a refund, Zendesk will refund the Reseller, who will then refund the Customer.

SECTION 5 CONFIDENTIALITY

5.1 **Obligations.** Each party will protect the other's Confidential Information from unauthorized use, access, or disclosure in the same manner as each party protects its own Confidential Information, but with no less than reasonable care.

5.2 **Use.** Each party may use the other party's Confidential Information solely to exercise its respective rights and perform its respective obligations under this Agreement and may disclose such Confidential Information only: (i) to its Affiliates, employees, and/or agents who have a need to know such Confidential Information and who are bound by terms of confidentiality at least as protective as this Agreement; (ii) as necessary to comply with an order or subpoena of any administrative agency or court of competent jurisdiction; or (iii) as reasonably necessary to comply with any applicable law or regulation.

5.3 **Remedies**. The parties agree that any violation or threatened violation of this section may cause irreparable injury to the other party, entitling the other party to seek injunctive relief in addition to all other legal remedies.

SECTION 6 INTELLECTUAL PROPERTY

6.1 **Intellectual Property Rights**. Except as expressly provided in this Agreement, neither party grants the other any rights or interests to its intellectual property. Zendesk reserves and retains all right, title, and interest in the Services and the Documentation.

6.2 **Feedback**. If Customer provides Zendesk with feedback or suggestions regarding the Services, Zendesk may use the feedback or suggestions without restriction or obligation.

SECTION 7 TERM AND TERMINATION

7.1 **Term**. The Agreement term begins on the Effective Date and will continue until the expiration of the Subscription Term unless terminated earlier under this Agreement. The Subscription Term will be specified in either the Order Form or SOW.

7.2 **Renewals**. Unless either party provides at least 30 days' prior written notice of its intent not to renew, or the Order Form states otherwise, the Subscription Term will automatically renew for an equivalent term and Zendesk may apply then-current rates. Customer must send an email to revops@zendesk.com to notify Zendesk of its intent not to renew.

7.3 **Termination for Cause**. Either party may terminate this Agreement for cause, if the other party: (i) is in material breach of the Agreement and fails to cure that breach within 30 days after receipt of written notice; or (ii) ceases its business operations or becomes subject to insolvency proceedings. Zendesk may immediately terminate this Agreement for cause without notice if Customer violates Section 2.1(ii) or 2.1(v).

7.4 **Effect of Termination**. Upon termination, Customer will no longer have access to the Services except as stated in Section 3.4, and Zendesk will delete Service Data according to the Service Data Deletion Policy. If Customer terminates this Agreement under Section 7.3, Zendesk will refund any prepaid fees it received covering the remainder of the Subscription Term as of the effective date of termination. If Zendesk terminates the Agreement under Section 7.3 or if Customer cancels its account before the end of the Subscription Term, Customer will pay any unpaid amounts covering the remainder of the Subscription Term. In no event will termination relieve Customer of its obligation to pay any fees payable to Zendesk or the Reseller for the period before the effective date of termination.

7.5 **Suspension.** Zendesk may limit or suspend Customer's access to the Services if: (i) Customer disrupts or creates a security risk to the Services; (ii) Zendesk reasonably believes Customer's use of the Services violates applicable law or suspension is requested by a government authority; (iii) subject to Section 4.3, Customer's fees owed to Zendesk are 30 days or more overdue; (iv) Customer purchases the Services through a Reseller, and either Customer fails to pay fees owed to the Reseller or the Reseller fails to pay fees owed to Zendesk; or (v) Zendesk reasonably determines that suspension is necessary to avoid material harm to Zendesk, its Affiliates, or customers. Suspension includes removing or disabling Agents, Service Data, or other content. Unless applicable law requires

otherwise, Zendesk will use commercially reasonable efforts to notify Customer by email or through the Services before suspending access to the Services.

SECTION 8 REPRESENTATIONS, WARRANTIES, AND DISCLAIMERS

8.1 **Mutual Warranties**. Each party represents and warrants to the other that: (i) it has full authority to enter into this Agreement; (ii) executing and performing this Agreement does not violate any other agreements to which it is subject; and (iii) it will comply with all laws directly applicable to its performance under this Agreement.

8.2 **Zendesk Warranty**. Zendesk warrants that the Services will operate materially as described in the Documentation. If Zendesk breaches this warranty and Customer makes a warranty claim within 30 days of discovering the issue, Zendesk will use reasonable efforts to correct the Services. If Zendesk determines it cannot correct the Services, either party may terminate the affected Services, and Zendesk will refund any prepaid fees for those Services covering the remainder of the Subscription Term as of the effective date of termination. This is Customer's only remedy for breach of this warranty. This warranty does not cover any misuse or unauthorized changes to the Services made by Customer or others acting on its behalf.

8.3 **Disclaimers**. EXCEPT AS STATED IN THIS AGREEMENT, THE SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE," AND ZENDESK EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF PERFORMANCE, MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. ZENDESK DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, ERROR-FREE, OR FREE FROM VIRUSES OR OTHER MALICIOUS SOFTWARE, OR WILL MEET CUSTOMER'S BUSINESS, LEGAL, OR REGULATORY REQUIREMENTS, AND NO INFORMATION OR ADVICE OBTAINED BY CUSTOMER FROM ZENDESK OR THROUGH THE SERVICES WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THIS AGREEMENT. THESE DISCLAIMERS APPLY TO THE FULL EXTENT PERMITTED BY LAW.

SECTION 9 INDEMNIFICATION

9.1 **Zendesk IP Indemnity**. Zendesk will defend the Customer against any IP Claim and will indemnify Customer from and against any damages or costs finally awarded by a court of competent jurisdiction or agreed in settlement by Zendesk (including reasonable attorneys' fees) resulting from such IP Claim. If Zendesk reasonably believes that the Services might result in an IP Claim, Zendesk may: (a) procure rights for Customer to continue using the Services; (b) replace or modify the alleged infringing portion of the Services without materially reducing functionality; or (c) terminate this Agreement, and refund Customer any prepaid fees Zendesk received covering the remainder of the Subscription Term. Zendesk will not be liable for any IP Claim resulting from: (i) following designs, data, instructions, or specifications provided by Customer; (ii) modifications of the Services made by anyone other than Zendesk; or (iii) Customer's combination or use of the Services in a manner inconsistent with this Agreement or the Documentation. This Section 9.1 states Customer's only remedy regarding any IP Claim.

9.2 **Customer Indemnity.** Customer will defend and indemnify Zendesk from and against any third-party claims made against Zendesk or its Affiliates that arise from or relate to: (i) Service Data; or (ii) any violations of this Agreement by Customer, its Affiliates, or its personnel.

9.3 **Process**. The indemnities given by each party under this section are subject to: (i) the indemnified party giving the indemnifying party prompt written notice of the claim; (ii) the indemnifying party having sole control over the defense and settlement of the claim (but the indemnifying party cannot settle any claim that admits liability for the indemnified party without the indemnified party's prior written consent, which will not be unreasonably withheld or delayed); and (iii) the indemnified party providing information as may be reasonably requested by the indemnifying party in connection with the claim. Failure by the indemnified party to notify the indemnifying party of the claim under Section 9.3(i) will not relieve the indemnifying party of its obligations under this Section 9; however, the indemnifying party will not be liable for any litigation expenses that the indemnified party incurred prior to the time when notice is given or for any damages and/or costs resulting from any material prejudice caused by the delay or failure to provide notice to the indemnifying party according to Section 9.3(i).

SECTION 10 LIMITATION OF LIABILITY

10.1 **EXCLUSION OF DAMAGES**. EXCEPT FOR EXCLUDED CLAIMS, TO THE FULLEST EXTENT PERMITTED BY LAW, UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY (WHETHER IN CONTRACT, TORT, NEGLIGENCE, OR OTHERWISE) WILL EITHER PARTY OR THEIR RESPECTIVE AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SERVICE PROVIDERS, SUPPLIERS, OR LICENSORS, BE LIABLE TO THE OTHER PARTY OR ITS AFFILIATES FOR ANY LOST PROFITS, LOST SALES OR BUSINESS, LOST DATA, BUSINESS INTERRUPTION, LOSS OF GOODWILL, COSTS OF COVER OR REPLACEMENT, OR FOR ANY OTHER TYPE OF INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, CONSEQUENTIAL, OR PUNITIVE LOSS OR DAMAGES, OR FOR ANY OTHER INDIRECT LOSS OR DAMAGES INCURRED BY THE OTHER PARTY OR ITS AFFILIATES IN CONNECTION WITH THIS AGREEMENT OR THE SERVICES, REGARDLESS OF WHETHER SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF OR COULD HAVE FORESEEN SUCH DAMAGES.

10.2 **MAXIMUM LIABILITY**. EXCEPT FOR EXCLUDED CLAIMS, TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL AGGREGATE LIABILITY OF EACH PARTY AND ITS AFFILIATES ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE SERVICES WILL IN NO EVENT EXCEED THE AMOUNTS PAID OR PAYABLE BY CUSTOMER FOR THE SERVICES IN THE 12-MONTH PERIOD PRECEDING THE INITIAL CLAIM GIVING RISE TO LIABILITY.

SECTION 11 GENERAL TERMS

11.1 **Assignment**. Neither party will assign this Agreement, except: (i) to an Affiliate; (ii) with prior written consent of the other party, which will not be unreasonably withheld; or (iii) in connection with a merger, acquisition, change in control, or sale of substantially all of its assets.

11.2 **Entire Agreement**. This Agreement sets out all terms agreed between the parties and supersedes all other agreements relating to its subject matter. This Agreement will apply in lieu of the terms or conditions in any purchase order, request for information, request for proposal, or other order documentation Customer provides, and all such terms are null and void. Except as expressly stated in this Agreement, there are no other agreements, representations, warranties, or commitments that may be relied upon by either party with respect to the subject matter of this Agreement. The headings in this Agreement are for convenience only and will not affect its interpretation. Failure to exercise any right under this Agreement will not constitute a waiver. If there is a conflict between the documents that make up the Agreement, the documents will control in the following order: (i) the Order Form or SOW; (ii) the Supplemental Terms; (iii) the Data Processing Agreement; and (iv) this Zendesk Customer Agreement.

11.3 **Severability.** If any part of this Agreement is invalid, illegal, or unenforceable, that term will be limited to the minimum extent necessary so that the rest of this Agreement will remain in effect.

11.4 **Amendment.** Zendesk may amend this Agreement from time to time, in which case the new Agreement will supersede prior versions. Zendesk will notify the Customer not less than 30 days prior to the effective date of any such amendment and Customer's continued use of the Services following the effective date of any amendment will be relied upon by Zendesk as Customer's consent to such amendment. Zendesk may make updates to online or URL terms and policies that are incorporated into this Agreement. Unless otherwise noted by Zendesk, such updates will become effective upon publication.

11.5 **Export**. The Services are subject to U.S. sanctions and export laws. Customer represents and warrants that it, its Affiliates, and its authorized personnel: (i) are not on any U.S. government-issued list of restricted or denied persons; and (ii) are not located in any countries or territories subject to a U.S. government embargo or trade sanctions. Customer will not (and will not permit any other party to) export, re-export, transfer, or disclose the Services to: (a) a U.S.-embargoed jurisdiction; (b) anyone on any U.S. or applicable non-U.S.-restricted or denied persons list; or (c) any party that Customer has reason to know will use the Services in violation of U.S. export law.

11.6 **Relationship**. This Agreement does not create any agency, partnership, or joint venture between the parties. Customer is solely responsible for determining whether the Services meet Customer's

technical, business, legal, or regulatory requirements. Zendesk's business partners and other third parties, including any third parties with which the Services have integrations or that are retained by Customer to provide consulting services, implementation services, or applications that interact with the Services, are independent of Zendesk.

11.7 **Survival**. Upon termination or expiration of this Agreement, all provisions that by their nature are intended to survive such termination or expiration will continue in full force and effect.

11.8 **Force Majeure**. Except for payment obligations, neither party will be liable to the other party for any delay or failure to perform any obligation under this Agreement resulting from any cause beyond such party's reasonable control, including, but not limited to, acts of God, acts of government, labor disputes, earthquake, storms, or other elements of nature, embargoes, riots, utility or telecommunication failures, public health emergencies (including pandemics and epidemics), acts of terrorism, or war.

11.9 **Notices**. All notices under this Agreement will be in writing and deemed given: (i) on personal delivery; (ii) the first business day after sending by email; (iii) the first business day after being mailed by a recognized overnight delivery service; or (iv) on receipt after being sent by certified or registered mail, return receipt requested. Unless otherwise provided in this Agreement, notice to Zendesk will be sent: (a) by email, to legalnotice@zendesk.com; or (b) by mail, to Zendesk, Inc., 181 Fremont Street, 17th Floor, San Francisco, California 94105 U.S.A. Attn: Legal Department. Zendesk will provide notices to Customer in writing to the contact details provided or via a message through the Zendesk Services to the Account owner.

11.10 **Governing Law.** This Agreement will be governed by the laws of the State of California, without reference to conflict of laws principles. Customer agrees to submit to the exclusive personal jurisdiction and venue in a court of general jurisdiction in San Francisco County, California.

11.11 **U.S. Federal Government Provision**. If Customer is a U.S. federal government department or agency or contracting on behalf of such department or agency, the Services are a "Commercial Product" as defined in Federal Acquisition Part 2.101 consisting of "Commercial Computer Software" and "Commercial Computer Software Documentation" and are licensed to the Customer with only those rights as provided under this Agreement.

11.12 **Anti-Corruption and Conduct**. Each party will comply with applicable anti-corruption and anti-bribery laws and regulations, including the US Foreign Corrupt Practices Act and the UK Bribery Act. Zendesk will abide by its Code of Conduct in the provision of the Services.

SECTION 12 DEFINITIONS

"Account" means any accounts or instances created by, or on behalf of, Customer or its Affiliates within the Zendesk Services.

"Affiliate(s)" means any entity that directly or indirectly controls, is controlled by, or is under common control with a party, where "control" means control of greater than 50% of the voting rights or equity interests of a party.

"Agent(s)" means an individual (including those of Customer's Affiliates) a Customer has authorized to use the Services through Customer's Account.

"Agreement" means this Zendesk Customer Agreement, together with applicable Order Forms, SOWs, and other mutually executed agreements attached to the same. The Zendesk Customer Agreement may also be referred to as "Master Subscription Agreement," "Main Services Agreement," or "MSA."

"Business Associate Agreement" means an agreement between Customer and Zendesk to facilitate Customer's compliance with the US Health Insurance Portability and Accountability Act of 1996 (HIPAA).

"Charges" means the charges on an Order Form, SOW, or charges accepted by Customer when functionality is enabled in-product, including usage-based or pay-as-you-go charges.

“Code of Conduct” means Zendesk’s code of conduct located at: https://www.zendesk.com/company/policies-and-guidelines/.

“Confidential Information” means non-public, business, or technical information, regardless of whether such information is marked “confidential” or “proprietary”, but not information that: (i) was known to the receiving party without restriction prior to receipt from the disclosing party; (ii) is publicly available through no fault of the receiving party; (iii) is rightfully received by the receiving party from a third party without a duty of confidentiality; or (iv) is independently developed by the receiving party.

"Customer" means the party using the Services under this Agreement, as identified in the applicable Account, Order Form, or SOW. Customer may also be referred to as "Subscriber," "You," or "Your."

“**Data Processing Agreement**” means the terms at: https://www.zendesk.com/company/data-processing-agreement/.

“Documentation” means any specifications or technical guidelines for the Services and Service Plan that Zendesk makes available to Customer, including through Zendesk help center(s) or https://www.zendesk.com/, which Zendesk may update from time to time. Documentation excludes any community-moderated forums provided or accessible through such resources.

“Early Access Terms” means the terms at: https://support.zendesk.com/hc/en-us/articles/9282911922586.

“End User(s)” means any person or entity, other than Customer or Agents, with whom Customer or its Agents interact using the Services.

“Enterprise Services” means any Services except Innovation Services or Professional Services.

"Enterprise Services Security Measures" means the terms at: https://support.zendesk.com/hc/en-us/articles/4980543927322.

"Excluded Claims" means obligations and claims related to: (i) Customer's payment obligations; (ii) Customer's breach of Section 2.1(ii) or 2.1(v); (iii) a party's breach of its confidentiality obligations under Section 5 (but excluding breaches relating to Service Data or security incidents); (iv) a party's indemnification obligations under Section 9; (v) either party's misappropriation or infringement of the other party's intellectual property rights; or (vi) liability that cannot be limited or excluded by law.

“Free Trial Terms” means the terms at: https://www.zendesk.com/company/agreements-and-terms/free-trial-terms**.**

"**Health Data**" means medical, patient, or other identifiable health information regulated under the U.S. Health Insurance Portability and Accountability Act (HIPAA) or Article L1111-8 of the Public Health Code of France (HDS).

“Innovation Services” means the services and features listed at: https://support.zendesk.com/hc/en-us/articles/4980547488410.

"Innovation Services Security Measures" means the terms at: https://support.zendesk.com/hc/en-us/articles/4980545051418.

“IP Claim” means any third-party claim made against Customer alleging that Customer’s use of the Services directly infringes that third party’s intellectual property rights.

“Order Form” means a generated order form or online ordering document or process completed, including any pricing information in Supplemental Terms, for the Services agreed between Zendesk and Customer. Where Services are purchased via a Reseller, all references to Order Forms will mean the equivalent documentation agreed between Customer and the Reseller.

“Privacy Notice” means the notice at: https://www.zendesk.com/company/agreements-and-terms/privacy-notice.

“Professional Services” means consulting or professional services (including training, success, and implementation services) that Zendesk provides, as specified on an Order Form or SOW.

"Reseller" means a third party authorized by Zendesk to sell the Services.

"Services" means the products and services developed or provided by Zendesk that Customer purchases under an Order Form or SOW, or that Zendesk otherwise makes available to Customer, as described in the Documentation and Supplemental Terms. Services exclude Third-Party Products.

"Service Data" means all data, text, messages, communications, or other information submitted to and stored within the Services by Customer, Agents, and End Users relating to Customer's use of the Services. Service Data excludes Customer and Agent account information, which is subject to the Privacy Notice.

"Service Data Deletion Policy" means the policy at: https://support.zendesk.com/hc/en-us/articles/360022185214-Zendesk-Service-Data-Deletion-Policy.

"Service Plan(s)" means the packaged service plan(s) Customer purchased as set out in the Order Form, or detailed in the Documentation.

"SOW" means a document describing Professional Services.

"**Storage Limits Policy**" means the terms at https://support.zendesk.com/hc/en-us/articles/4408835043994-Managing-data-storage-in-your-Zendesk-account**.**

"Subscription Term" means the period Customer is subscribed to the Services.

"Supplemental Terms" means: (i) additional terms on an Order Form or SOW; (ii) the Service-Specific Terms available at https://support.zendesk.com/hc/en-us/articles/4408831944730; (iii) the Region-Specific Terms available at: https://support.zendesk.com/hc/en-us/articles/4980549029018; (iv) the Professional Services Terms and Conditions at: https://support.zendesk.com/hc/en-us/articles/4784220538650; and (v) additional terms that otherwise supplement features or functionality used in connection with the Services.

"Taxes" means taxes, levies, duties, or similar governmental assessments, including value-added, sales, use, or withholding taxes assessable by any local, state, provincial, or foreign jurisdiction.

"Third-Party Product(s)" means all products and services provided by third parties that interoperate with the Services. Third-Party Products may also be referred to as "Non-Zendesk Services."

"User Content and Conduct Policy" means the policy at: https://support.zendesk.com/hc/en-us/articles/360022367333.

"Zendesk" means Zendesk, Inc., a Delaware corporation, applicable Zendesk Affiliates, or any successors or assignees.