



For an independent review and summary of the Freshworks Terms and Conditions of Service, see our [Term Scout rating](#).

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Effective Date: April 1, 2026

For the prior version, please click [here](#).

BY ACCEPTING THIS AGREEMENT OR ACCESSING OR USING ANY SERVICES OR SOFTWARE, YOU ARE AGREEING TO THE TERMS AND CONDITIONS OF THIS AGREEMENT.

IF YOU ARE USING ANY SERVICES OR SOFTWARE AS AN EMPLOYEE, AGENT, OR CONTRACTOR OF A CORPORATION, PARTNERSHIP OR SIMILAR ENTITY, THEN YOU REPRESENT AND WARRANT THAT YOU HAVE THE AUTHORITY TO ACCEPT THE TERMS OF THIS AGREEMENT ON BEHALF OF SUCH ENTITY AND TO BIND SUCH ENTITY HERETO. THE RIGHTS GRANTED UNDER THIS AGREEMENT ARE EXPRESSLY CONDITIONED UPON ACCEPTANCE BY SUCH AUTHORIZED PERSONNEL.

Modifications to this Agreement: From time to time, Freshworks may modify this Agreement. Unless otherwise specified by Freshworks, such changes become effective upon Customer's next renewal of the then-current Subscription Term or entry into a new Service Order Form. Freshworks will use reasonable efforts to notify Customer of such changes through communications via Customer's Account, email or other means.

The "**Effective Date**" of this Agreement shall be the earlier of: (a) Customer's initial access to any Service through any online provisioning, registration, or order process, (b) installation of any Software, or (c) the effective date of the first Service Order Form, as applicable, referencing this Agreement. This Agreement will govern Customer's initial purchase on the Effective Date, as well as any future purchases made by Customer.

These Terms of Service (the "**Agreement**") is entered into by and between **Freshworks Inc.**, a Delaware corporation ("**Freshworks**") and the person or entity placing an order for or accessing the Service or Software ("**Customer**"). In consideration of the terms and conditions set forth below, the parties agree as follows:

1. **Provision of Services and Software.** During the Subscription Term, Freshworks will make the Services, Software, and/or Mobile Apps available to Customer pursuant to this Agreement, the Supplemental Terms (as applicable), the applicable SOF(s), and the Documentation, and will provide such Services, Software, and/or Mobile Apps in accordance with this Agreement, the Data Processing Addendum, the BAA (if applicable), and applicable laws and government regulations. During the Subscription Term, Freshworks grants to Customer a limited, non-exclusive right to access and use the Services and Software only for its internal business purposes or in accordance with the Documentation, for up to the number of Users included in the Service Plan, or as otherwise noted in the SOF.
2. **Responsibilities of Customer a. Customer Account.** Customer may need to register for an Account to place orders or access or receive certain Services. Customer will keep its Account information current and accurate so Freshworks may send notices, statements, and other information to Customer via email or through its Account. Customer will be responsible for maintaining the confidentiality of User login information and credentials for

accessing the Services and will notify Freshworks promptly of any loss, misuse, or unauthorized disclosure of such login information and/or credentials of which Customer becomes aware. Freshworks and its Affiliates will not be liable for any damage or loss that may result from Customer's breach of the foregoing obligations. **b. Acceptable Use.** Customer may only use the Services, Software, and/or Mobile Apps in accordance with this Agreement, the Documentation, and subject to any use limitations indicated in the applicable SOF. Customer further agrees to comply with the Freshworks Acceptable Use and Conduct Policy, which is hereby incorporated into this Agreement. **c. Use Restrictions.** Customer agrees not to use the Freshworks Technology: (i) to process data on behalf of any third party other than Customer's Users and End Users; (ii) in violation of applicable laws; (iii) to store or transmit any content that infringes upon any third party's intellectual property rights; (iv) for competitive intelligence or performance benchmarking purposes; (v) to license, sublicense, sell, resell, rent, lease, transfer, assign, distribute, time share or otherwise commercially exploit or make the Freshworks Technology available to any third party other than Users and End Users, and then only in furtherance of its permitted business purposes as expressly permitted by this Agreement; (vi) to falsely imply any sponsorship or association with Freshworks; or (vii) to decompile, reverse engineer, disassemble, reproduce, or copy or otherwise access or discover the source code or underlying program of any portion of Freshworks Technology. Further, Customer shall not: (a) remove any product identification, proprietary, copyright trademark, service mark, or other notices contained in the Freshworks Technology, unless otherwise permitted by the Documentation, (b) attempt to bypass, disable, or circumvent any security, access control, or technical protection measures, nor, with respect to the Software, attempt to break out of any virtual machine, sandbox, or console environment or gain shell-level or other unauthorized access by any means, or (c) modify any part of the Freshworks Technology, or create a derivative work of any part thereof, or incorporate the Freshworks Technology into or with other software, except to the extent expressly authorized in writing by Freshworks or as permitted by the Documentation.

3. **Customer Data a. Use of Customer Data.** As between the parties, Customer retains all right, title, and interest (including any and all intellectual property rights) in and to its Customer Data and any modifications made thereto in the course of the operation of the Freshworks Technology. Subject to the terms of this Agreement, Customer hereby grants to Freshworks and its Affiliates a non-exclusive, worldwide, royalty-free right to process the Customer Data solely to the extent necessary to provide, maintain, and improve the Freshworks Technology, and to perform all related obligations owed to Customer under this Agreement, or as may be required by applicable law. Customer is solely responsible for the accuracy, content, and legality of all Customer Data. Customer warrants it has and will have sufficient rights in the Customer Data to grant the rights to Freshworks hereunder. If Customer is subject to the US Health Insurance Portability and Accountability Act of 1996 and its implementing regulations ("HIPAA"), Customer may not upload protected health information ("PHI") as defined by HIPAA, unless Customer has entered into a business associate agreement with Freshworks, which will govern the parties' respective obligations with respect to any PHI uploaded by Customer to the Services, Software, and/or Mobile Apps ("BAA").

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

4. **Intellectual Property a. Ownership Rights.** Customer Data is Customer's Confidential Information. Customer and its licensors retain all rights, title, and interest in and to the Customer Data and all of Customer's Confidential Information provided under this Agreement, and Freshworks obtains no rights in the foregoing, except for the express rights granted in this Agreement. Freshworks and its licensors retain all rights, title, and interest in and to Freshworks Technology and Usage Data (as defined below). Customer acknowledges the Services are offered as online, hosted solutions, and Customer has no right to obtain a copy of the underlying computer code for any Services, except (if applicable) for any downloadable Software, in object code format. Freshworks may freely use and incorporate into Freshworks' products and services any suggestions, enhancement requests, recommendations, corrections, or other feedback provided by Customer or by any Users or End Users relating to Freshworks' products or services. Feedback and any other suggestions are provided by Customer exclusively "AS IS," in Customer's sole discretion, and will not be used by Freshworks in any way that identifies or permits identification of Customer, its Affiliates, Users, or End Users. Customer agrees its name, logo, and/or use case may be used by Freshworks in marketing materials ("Promotional Materials"). Promotional Materials may be for both internal and/or external purposes of Freshworks and such rights granted herein shall be worldwide, perpetual, and

in any media. Customer may request that Freshworks stop the use of Promotional Materials of Customer by submitting an email to fw.insiders@freshworks.com at any time. It may take Freshworks up to thirty (30) days to process a request. **b. Usage Data.** Notwithstanding anything to the contrary in this Agreement, Freshworks may collect and use any data gathered in or derived from the use of the Services ("**Usage Data**") to develop, improve, support, and operate its products and services. Freshworks shall not share any Usage Data with a third party that includes Customer's Confidential Information, except: (i) in accordance with Section 8 (Confidentiality), or (ii) to the extent the Usage Data is aggregated and anonymized such that it no longer directly identifies Customer or its Users.

c. Updates. Freshworks may modify the Services, Software, Mobile Apps, and Service Plans from time to time, including by adding or removing features, functions, and entitlements; provided, however, that: (i) Freshworks will not materially decrease the overall functionality of the Services, Software, Mobile Apps, and Service Plans during Customer's Subscription Term, except where such modifications are required for data security reasons or to comply with applicable law, and (ii) any such modifications are made on a prospective and nondiscriminatory basis. Freshworks will provide reasonable notice of material updates to the Services, Software, Mobile Apps, and Service Plans by either in-product notification or e-mail. Customer agrees its purchase hereunder are neither contingent upon the delivery of any future functionality or features of the Services, Software, Mobile Apps, and/or Service Plans, nor dependent upon any oral or written comments made by Freshworks with respect thereto. **d. Other Services and Software.** Freshworks or other third parties may make available (for example, through the Freshworks Marketplace currently located at <https://www.freshworks.com/apps/>) or other forums, third-party products or services ("**Third-Party Services**"). These Third-Party Services may integrate with the Services and Software, but are not licensed by Freshworks pursuant to this Agreement, as they are governed by the third-party provider's terms and conditions that accompany them, which Customer must separately accept, along with the Freshworks Marketplace User Terms. Freshworks does not warrant or support Third-Party Services. Freshworks is not responsible for any disclosure, modification, or deletion of Customer Data resulting from access by such third party. The Services, Software, and/or Mobile Apps, may contain features designed to interoperate with Third-Party Services, but Freshworks cannot guarantee the continued availability of such Third-Party Services and may cease supporting them without entitling Customer to any refund, credit, or other compensation, if, for example and without limitation, the Third-Party Service provider ceases to make the Third-Party Service available for interoperation with the corresponding Service or Software features in a manner acceptable to Freshworks. Customer understands Freshworks is not responsible for providing support for Third-Party Services and Freshworks is not responsible for any data hosting and/or data transfer practices followed by the providers of such Third-Party Services.

5. **Fees and Payment a. Fees and Payment.** All charges associated with Customer's Account ("**Fees**") are set forth in the applicable SOF, Services, and/or Website. For credit card payments, payment is due immediately upon receipt of invoice. Customer hereby authorizes Freshworks or our authorized agents, as applicable, to bill Customer's credit card upon subscription to the Services and/or Software (and any renewal thereof). For payments through other accepted methods, payment is due and payable, in full, within thirty (30) days from the invoice date, or as stated in the applicable SOF. Payment obligations are non-cancelable, and non-refundable, except as expressly permitted in this Agreement, regardless of utilization by the Customer. Customer will pay the Fees through an accepted payment method as specified in the applicable SOF or Website. During the Subscription Term, the Customer shall not be permitted: (i) reduce their User or Asset Unit count, or (ii) downgrade their Service Plan. Customer is responsible for providing complete and accurate billing and contact information to Freshworks and notifying Freshworks of any changes to such information.

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

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

d. Applicable Taxes. The Fees do not include any taxes, levies, duties, or similar governmental assessments, including value-added, sales, use, or withholding taxes assessable by any local, state, provincial or foreign jurisdiction (collectively "**Taxes**"). Customer agrees to pay applicable direct or indirect Taxes associated with its purchases hereunder, which, to the extent Freshworks is legally required to collect the same, will be itemized on the

Freshworks invoice. If Customer has an obligation to withhold any amounts under any law or tax regime (other than U.S. income tax law), Customer will gross up the payments so Freshworks receives the amount actually quoted and invoiced. If Freshworks has the legal obligation to pay or collect Taxes for which Customer is responsible under this section, the appropriate amount will be invoiced and paid by the Customer, unless, prior to the invoice date, the Customer provides Freshworks with a valid tax exemption certificate authorized by the appropriate taxing authority. Additional information on how Freshworks may apply tax requirements can be found at <https://www.freshworks.com/company/sales-and-service-tax-faqs/>.

e. Orders by Affiliates. Customer's Affiliates may purchase Services and/or Software directly from Freshworks by executing an SOF which is governed by the terms of this Agreement. Such SOF will establish a new and separate agreement between the Customer's Affiliate and the Freshworks entity signing such SOF.

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

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

b. Renewal. Unless a party gives written notice of non-renewal or downgrade at least thirty (30) days prior to expiration of the relevant Subscription Term, Service Plans will automatically renew at the same number of Users and at the same Service Plan (including any add-ons), for a period equal to the previous Subscription Term.

c. Fee Adjustments. Upon renewal, Freshworks will adjust the Fees to reflect delivered innovation, general cost inflation, and other relevant factors. Freshworks will notify Customer of any fee adjustments at least thirty (30) days before its renewal date, and these adjusted fees will take effect at the beginning of the Renewal Term. Furthermore, any discounts or price protections previously provided by Freshworks will not apply to renewal if Customer's overall number of Users, Service Plan (including any add-ons), or contract terms are reduced or lowered from the prior Subscription Term.

d. Suspension. Freshworks may suspend Customer's access to the Services, Software, Mobile Apps and/or Customer's Account, on the following grounds: (i) late payment/non-payment of undisputed Fees, per the process noted in Section 5(b) above; (ii) termination of the Services and/or Software due to non-renewal of the Services and/or Software by Customer; (iii) Customer's or its Users' breach of Section 2 (Use Restrictions); or (iv) in the event suspension is deemed necessary by Freshworks to prevent or address the introduction of Malicious Software (as defined in Section 9(b) below), a security incident, or other harm to Customer, Freshworks, or Freshworks' other customers. Freshworks will notify Customer of any such suspension. Freshworks will use diligent efforts to attempt to limit, where commercially feasible, the suspension to affected Users or Freshworks Technology, and will immediately restore the availability of the same as soon as the issues leading to the suspension are resolved. Such suspension will in no way affect Customer's other obligations under this Agreement.

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

f. Free Trial Customers. Upon expiration of Customer's free trial, Freshworks may immediately suspend Customer's access to the free trial Services and/or Software. Customer must export Customer Data before the end of the free trial or Customer Data will be permanently deleted. Notwithstanding anything to the contrary in this Agreement, Freshworks will have no obligation to maintain, store, or otherwise retain Customer Data beyond the end of the free trial period.

7. **Data Export and Retention.** Upon termination or expiration of this Agreement or any SOF for any reason, Customer's access to the Services, Software, Mobile Apps, APIs, and/or other Freshworks Technology will terminate. Freshworks strongly recommends that Customer export all Customer Data before Customer closes Customer's Account. Freshworks will make Customer Data available for export for fourteen (14) days from the effective date of the closure of Customer's Account due to: (i) the termination or expiration of this Agreement, or (ii) termination or expiration of the applicable SOF ("**Data Export Period**"). Customer may download or delete its Customer Data at any time during the Subscription Term. Where Customer Data is retained by Freshworks and can be exported, and provided that Customer is current on its payment obligations as described in Section 5, Customer may contact Freshworks within the Data Export Period at support@freshworks.com to have Freshworks export Customer's Customer Data. Beyond such Data Export Period, Freshworks reserves the right to retain Customer data for up to three (3) months before deleting all Customer Data in the normal course of operation, except as necessary to comply with Freshworks legal obligations, maintain accurate financial and other records, resolve disputes, and enforce its agreements. Customer Data cannot be recovered once it is deleted.
8. **Confidentiality.** Each party will protect the other's Confidential Information from unauthorized use, access, or disclosure in the same manner as it protects its own Confidential Information of similar nature or importance, and in any event, using no less than reasonable care. Except as otherwise expressly permitted pursuant to this Agreement, the receiving party may use the disclosing party's Confidential Information solely to exercise its respective rights and perform its respective obligations under this Agreement, and will disclose such Confidential Information only: (i) to those of its respective employees, representatives, and agents who have a need to know such Confidential Information for such purposes and who are bound by obligations to maintain the confidentiality of, and not misuse, such Confidential Information; (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. The provisions of this section will supersede any non-disclosure agreement by and between the parties entered into prior to this Agreement that would purport to address the confidentiality of any information shared by the parties, including Customer Data, and such agreement will have no further force or effect with respect to the foregoing. The receiving party acknowledges that disclosure of Confidential Information may cause substantial harm for which damages alone would not be a sufficient remedy, and therefore, upon any such disclosure by the receiving party, the disclosing party may be entitled to seek appropriate equitable relief in addition to whatever other remedies it might have at law.
9. **Warranties/Disclaimer of Warranties a. Limited Performance Warranty.** Freshworks warrants the Services and/or Software will perform in all material respects in accordance with the Documentation. Provided that Customer provides written notice of a claim: (i) within thirty (30) days after first becoming aware of a breach of the foregoing warranty with respect to the Services, or (ii) within thirty (30) days after delivery with respect to Software, then, Freshworks will use commercially reasonable efforts to correct the Services or Software, so the foregoing limited warranty is met. If Freshworks is unable to make such corrections within a reasonable period of time, either party may terminate the applicable SOF, and Customer, as its sole and exclusive remedy, will be entitled to receive a refund of any unused Fees that Customer has pre-paid for the applicable Services and/or Software purchased thereunder. This warranty will not apply if the error or non-conformance was caused by: (a) Customer's breach of this Agreement, (b) Customer's or its Users' use of the Services and/or Software, not in accordance with the Documentation, (c) modifications to the Services, Software, and/or Mobile Apps by anyone other than Freshworks or its representatives, (d) third-party hardware, software, or services used in connection with the Services and/or Software, or (e) with respect to the Software, Customer's failure of refusal to implement support and maintenance updates and releases.

b. Malware Warranty. Freshworks warrants the Services hosted by Freshworks will be monitored using commercially available means to attempt to detect and prevent the introduction of any computer instructions, circuitry or other technology means whose purpose or effect is to disrupt, damage or interfere with the authorized use of, or allow access to, the computer and communications facilities or equipment of Freshworks or Customer, including, without limitation, any code containing viruses, Trojan horses, worms, backdoors, trap doors, time-out devices, or similar destructive or harmful code or code that self-replicates (collectively, "**Malicious Software**"). **c. Warranty Disclaimer.** EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, NEITHER PARTY MAKES ANY

OTHER WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, AND ALL SUCH WARRANTIES ARE HEREBY DISCLAIMED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT.

10. **Indemnification a. Indemnification by Freshworks.** This section states Freshworks' entire liability and Customer's exclusive remedy with respect to an IP Claim. Freshworks will defend Customer, and its officers, directors, and employees against any IP Claim, from any third party alleging that Customer's use of the Freshworks Technology that is accessed or used in accordance with this Agreement infringes such third party's patent, copyright and/or trademark, or other intellectual property rights (an "IP Claim"), and will indemnify and hold harmless Customer from and against any damages and costs awarded against Customer, or agreed in settlement by Freshworks (including reasonable attorneys' fees) resulting from such IP Claim. Freshworks will have no liability or obligation with respect to any IP Claim if such claim is caused in whole or in part by: (i) unauthorized use of the Freshworks Technology by Customer, its Affiliates or Users; (ii) modification of the Freshworks Technology by anyone other than Freshworks or its representatives; or (iii) the combination, operation, or use of the Freshworks Technology with other data, hardware, or software not provided by Freshworks. If Customer's use of the Freshworks Technology results (or in Freshworks' opinion is likely to result) in an IP Claim, Freshworks may, at its own option and expense: (a) procure for Customer the right to continue using the Freshworks Technology as set forth hereunder; (b) replace or modify the Freshworks Technology to make it non-infringing; or (c) if options (a) or (b) are not commercially reasonable as determined by Freshworks, then Freshworks may terminate Customer's subscription to the Freshworks Technology, whereupon Freshworks will refund Customer, on a pro-rated basis, any unused Fees Customer has previously paid to Freshworks.

b. Indemnification by Customer. Customer will defend Freshworks and its Affiliates from any third party claim ("Claim"), and will indemnify and hold harmless Freshworks and its Affiliates from and against any damages and costs awarded against Freshworks and its Affiliates, or agreed in settlement by Customer (including reasonable attorneys' fees) resulting from such Claim, to the extent caused by: (i) Customer's or its Affiliate's unauthorized supply, disclosure, or processing of Customer Data, including Personal Data, (ii) Customer's or its Affiliate's violation of laws applicable to Customer's or its Affiliate's business.

c. Indemnification Procedures. In the event of an IP Claim or a Claim under this Section 10, the indemnified party will: (i) promptly notify the indemnifying party in writing of such claim, (ii) allow the indemnifying party the right to control the investigation, defense and settlement (if applicable) of such claim at the indemnifying party's sole cost and expense, and (iii) upon request of the indemnifying party, provide all necessary cooperation at the indemnifying party's expense. Failure by the indemnified party to notify the indemnifying party of a claim under this section will not relieve the indemnifying party of its obligations under this Section, 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, nor for any damages and/or costs resulting from any material prejudice caused by the delay or failure to provide notice to the indemnifying party in accordance with this section. The indemnifying party may not settle any claim that would bind the indemnified party to any obligation (other than payment covered by the indemnifying party or ceasing to use infringing materials) or require any admission of fault by the indemnified party, without the indemnified party's prior written consent, such consent not to be unreasonably withheld, conditioned, or delayed. Any indemnification obligation under this Section 10 will not apply if the indemnified party settles or makes any admission with respect to a claim without the indemnifying party's prior written consent.

11. **Limitation of Liability** a. SUBJECT TO APPLICABLE LAW AND NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, IN NO EVENT WILL EITHER PARTY BE LIABLE FOR SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION DOWNTIME COSTS, LOSS OF DATA, RESTORATION COSTS (INCLUDING COSTS INCURRED TO PROCURE SUBSTITUTE SOFTWARE, SERVICES, OR TECHNOLOGY—I.E., "COST OF COVER"), LOST PROFITS REGARDLESS OF WHETHER SUCH CLAIMS ARE BASED ON CONTRACT, TORT, WARRANTY OR ANY OTHER LEGAL THEORY.

b. EXCEPT FOR AN ACTION BROUGHT FOR GROSS NEGLIGENCE, WILLFUL MISCONDUCT, FRAUD, OR A PARTY'S INDEMNIFICATION OBLIGATIONS EACH PARTY'S AGGREGATE LIABILITY AND THAT OF ITS AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, SUPPLIERS, AND LICENSORS, UNDER THIS AGREEMENT WILL NOT EXCEED THE FEES RECEIVED BY OR PAYABLE TO FRESHWORKS IN THE APPLICABLE SOF IN THE TWELVE MONTHS PRECEDING THE CLAIM.

c. THE PARTIES AGREE THIS SECTION 11 WILL APPLY REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE AND WILL APPLY EVEN IF ANY LIMITED REMEDY SPECIFIED IN THIS AGREEMENT IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE. THE APPLICABLE MONETARY CAP SET FORTH IN THIS SECTION WILL APPLY ACROSS THIS AGREEMENT AND ANY AND ALL SEPARATE AGREEMENT(S) ON AN AGGREGATED BASIS, WITHOUT REGARD TO WHETHER ANY INDIVIDUAL CUSTOMER AFFILIATES HAVE EXECUTED A SEPARATE SOF.

d. CUSTOMER UNDERSTANDS AND AGREES THAT THE PRIMARY INTENT OF SECTION 11 IS TO DISTRIBUTE THE RISKS ASSOCIATED WITH THIS AGREEMENT BETWEEN BOTH PARTIES. THIS LIMITS POSSIBLE LIABILITIES, TAKING INTO ACCOUNT THE COST OF THE FEES. IF FRESHWORKS WERE TO TAKE ON ADDITIONAL LIABILITY BEYOND WHAT IS SPECIFIED IN THIS AGREEMENT, THE FEES WOULD HAVE BEEN MARKEDLY HIGHER.

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

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

c. Entire Agreement. This Agreement, together with any SOF, the DPA, and the Supplemental Terms, constitutes the entire agreement and supersedes any and all prior agreements or communications between Customer and Freshworks, including but not limited to Customer registration forms and purchase orders, regarding the subject matter hereof. In the event of a conflict between the Supplemental Terms, or any SOF and this Agreement, the order of precedence will be, first, the SOF, second, the Supplemental Terms, third, the DPA, and fourth, this Agreement. If any provision in this Agreement is held by a court of competent jurisdiction to be unenforceable, such provision will be modified by the court and interpreted so as to best accomplish the original provision, and the remaining provisions of this Agreement will remain in effect.

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

e. Survival. Sections 2(c) (Use Restrictions), 4 (Intellectual Property), 5 (Fees and Payment), 6 (Term, Termination and Suspension), 8 (Confidentiality), 9(c) (Warranty Disclaimer), 10 (Indemnification), 11 (Limitation of Liability), 12(c) (Entire Agreement), 12(e) (Survival), 12(f) (Notices), 12(i) (Governing Law), 12(j) (Dispute Resolution), and 13 (Definitions) will survive any termination of the Agreement. Termination of this Agreement will not limit either party's liability for obligations accrued as of or prior to such termination or for any breach of this Agreement.

f. Notices. All notices provided hereunder shall be delivered in writing, either by: (i) internationally recognized overnight delivery service or US mail to the mailing address provided on the SOF; or (ii) electronic mail to the e-mail address provided for Customer's Account. The address for notice to Freshworks is: Freshworks Inc., 2950 S. Delaware Street, Suite 201, San Mateo, CA 94403, with a copy to legal@freshworks.com by electronic mail. All notices will be deemed to have been given immediately upon delivery by electronic mail, or if otherwise delivered, upon the earlier of receipt or five (5) business days after being deposited in the mail or with a courier as permitted above.

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

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

i. Governing Law. This Agreement is governed by the laws of the State of California without regard to conflict of laws principles. The parties hereby submit to the exclusive personal jurisdiction of the federal and state courts of the State of California, San Francisco County for any claims or dispute relating to this Agreement. The United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act, as currently enacted by any jurisdiction or as may be codified or amended from time to time by any jurisdiction, do not apply to this Agreement.

j. Dispute Resolution. Any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation, or validity thereof, including the determination of the scope or applicability of this Agreement to arbitrate, will first be determined by arbitration in San Francisco, California. The arbitration will be administered by JAMS pursuant to its arbitration rules and procedures. Judgment on the Award may be entered into any court having jurisdiction. This section will not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction.

k. Export Compliance and Use Restrictions. The Services, Software, Mobile Apps, and/or components of the Services which Freshworks may provide or make available to Customer or Users may be subject to U.S. (or other territories) export control and economic sanctions laws, rules and regulations, including without limitation the regulations promulgated by the U.S. Department of Commerce's Bureau of Industry and Security ("**BIS**") and the U.S. Department of the Treasury's Office of Foreign Assets Control ("**OFAC**") (collectively, "**Export Control Laws**"). Customer agrees to comply with all Export Control Laws as they relate to access to and use of the Services, Software, and Mobile Apps, and such other components. Customer shall not access or use the Services, Software, Mobile Apps, and/or components of the Services if Customer is located in any jurisdiction in which the provision of the Services, Software, Mobile Apps, and/or components of the Services is prohibited under U.S. or other applicable laws or regulations, including, without limitation, a country or territory that is subject to comprehensive U.S. trade sanctions (including, without limitation Cuba, Iran, North Korea, or the Crimea or so-called Donetsk People's Republic (DNR) or Luhansk People's Republic regions of Ukraine) (each, a "**Prohibited Jurisdiction**") and Customer shall not provide access to the Services to any government, entity or individual located in any Prohibited Jurisdiction. Customer represents, warrants and covenants that: (i) Customer is not named on, or owned or controlled by any party named on any U.S. government (or other government) list of persons or entities prohibited from receiving U.S. exports, or transacting with any U.S. person, (ii) Customer is not a national of, located in, or a company registered in, any Prohibited Jurisdiction, (iii) Customer shall not permit Users to access or use the Service in violation of any Export Control Laws, (iv) no Customer Data created or submitted by Customer is subject to any restriction on disclosure, transfer, download, export or re-export under Export Control Laws, and (v) Customer shall comply with all applicable laws regarding the transmission of technical data exported from the United States and the country in which Customer and Customer's Users are located. Customer further agrees it will not use the Services to disclose, transfer, download, export or re-export, directly or indirectly, any Customer Data to any country, entity or other party which is ineligible to receive such items under Export Control Laws or under other laws or regulations to which Customer may be subject. Customer acknowledges the Services, Software, and/or Mobile Apps, may not be available in all jurisdictions and Customer is solely responsible for complying with Export Control Laws.

l. Federal Government End Use Restrictions. If Customer is a U.S. federal government department or agency or contracting on behalf of such department or agency, this Service is a "Commercial Item" as that term is defined at 48 C.F.R. §2.101, consisting of "Commercial Computer Software" and "Commercial Computer Software Documentation", as those terms are used in 48 C.F.R. §12.212 or 48 C.F.R. §227.7202. Consistent with 48 C.F.R.

§12.212 or 48 C.F.R. §227.7202-1 through 227.7202-4, as applicable, the Service is licensed to Customer with only those rights as provided under the terms and conditions of this Agreement.

13. **Definitions. “Account”** means any accounts or instances created by or on behalf of Customer for access to and use of any Services or Software.

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

“Acceptable Use and Conduct Policy” means the Freshworks Acceptable Use and Conduct Policy, which is located currently at <https://www.freshworks.com/aup/>, as updated from time to time.

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

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

“Data Processing Addendum” or “DPA” means the Freshworks’ Data Processing Addendum available at <https://www.freshworks.com/data-processing-addendum/> as updated from time to time.

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

“End User” means any person or entity other than Customer or Customer’s Users with whom Customer interacts using the Services or Software.

“Freshworks Technology” means: (i) the Services, Software, Mobile Apps, Documentation, Freshworks’ APIs, Freshworks’ website(s), and any content published on the Freshworks’ websites, (ii) any Freshworks training materials, support materials, templates, tools, methodologies, and (iii) any modifications or derivative works of the foregoing.

“Marketplace User Terms” means the Freshworks Marketplace User specific terms located currently at <https://www.freshworks.com/marketplace-user-terms/>, as updated from time to time.

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

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

“Professional Services Agreement” or “PSA” means Freshworks’ professional services agreement located at www.freshworks.com/terms/professional-services, as updated from time to time.

“Service Order Form” or “SOF” means any Freshworks: (i) order form referencing this Agreement and executed by Customer and Freshworks, or (ii) online ordering document or process completed by Customer, including any online registration through a Website, each of which detail: (a) the Services and Software subscribed to and the corresponding Service Plans (if applicable), (b) the number of Users authorized to use the Services or other relevant quantity or metric applicable to the Service or Software, (c) Fees payable to Freshworks, (d) the applicable Subscription Term, and (e) any other relevant additional terms and conditions. This may also include any change order forms.

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

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

“Software” means the generally available software provided by Freshworks which may either be used on its own, or in connection with Customer’s use of the Services, and includes Mobile Apps, but excludes any applications or APIs that are provided by third parties.

“Subscription Term” means the period stated on the applicable SOF during which Customer subscribes to the Services or Software.

“Supplemental Terms” means the Services and Software specific terms found, which are located currently at <https://www.freshworks.com/terms/supplemental-terms/>, as updated from time to time.

“Update” means generally available updates, upgrades, hot fixes, patches, workarounds to the Software or Services provided by Freshworks to all subscribing customers, but excludes separately priced new products or modules.

“User” or “Agent” means any individual authorized by Customer to use the Services or Software, including an Account administrator, employees, consultants, contractors, and agents of Customer or its Affiliates, and third parties with which Customer or its Affiliates transact business. For Services that are Agent-based, Customer agrees that Agent login credentials cannot be shared or used by more than one (1) individual per license. However, Agent credentials may be reassigned to new individuals replacing former individuals who no longer require ongoing use of the Services.