

SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA



ITEM: 3.12
(ID # 23873)

MEETING DATE:

FROM : ASSESSOR-COUNTY-CLERK-RECORDER:

Tuesday, January 23, 2024

SUBJECT: ASSESSOR-COUNTY CLERK-RECORDER: Approval of the Main Services Agreement for the Information Technology Service Management (ITSM) and Service Order Form with Freshworks Inc. for An Annual Amount of \$95,763 through January 22, 2029, Without Seeking Competitive Bids. [All Districts], [Total Cost \$478,815; not to exceed \$60,000 in Additional Compensation for Future Subscription Requirement Not To Exceed Total Aggregate Amount]; 100% Source of Funds ASSESSOR COUNTY-CLERK RECORDER.

RECOMMENDED MOTION: that the Board of Supervisors:

1. Approve the Main Services Agreement for the Information Technology Service Management (ITSM) and Service Order Form with Freshworks Inc., a Delaware corporation, for an annual amount of \$95,763 through January 22, 2029, without seeking competitive bids;
2. Authorize the Chair of the Board of Supervisors to execute the documents on behalf of the County; and direct the Clerk of the Board to keep one (1) copy and return two (2) copies of the documents to ACR for distribution; and
3. Authorize the Purchasing Agent, in accordance with Ordinance No. 459, based on the availability of fiscal funding and as approved as to form by County Counsel to: 1) sign amendments that exercise the options of the agreement including modifications of the statement of work that stay within the intent of the Agreement; and 2) sign amendments to the compensation provisions not to exceed the total aggregate amount of \$60,000 for the term of the agreement.

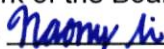
ACTION:Policy


Douglas Cady, Assistant Assessor County Clerk Recorder 12/22/2023

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Gutierrez, seconded by Supervisor Spiegel and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Spiegel, Washington, Perez and Gutierrez
Nays: None
Absent: None
Date: January 23, 2024
xc: Assessor

Kimberly A. Rector
Clerk of the Board
By: 
Deputy

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C.E.O. RECOMMENDATION: Approve

BACKGROUND:

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$95,763	\$95,763	\$478,815	\$0
NET COUNTY COST	\$0	\$0	\$0	\$0
SOURCE OF FUNDS: Department Budgets 100%			Budget Adjustment:	No
			For Fiscal Year:	2023/2024

Summary

The decision to engage with Freshworks Inc., a Delaware corporation, for the procurement of their cloud-based Information Technology Service Management (ITSM) solution, FreshService, marks a strategic move aimed at elevating the quality and efficiency of IT operations within our organization. Developed by Freshworks Inc., FreshService stands out as a comprehensive ITSM solution with a diverse set of features tailored to enhance various facets of IT management. These features, which go beyond the conventional offerings, encompass a robust ticketing system, an intuitive self-service portal, an extensive knowledge base, advanced reporting and analytics capabilities, efficient asset management, and comprehensive project and contract management functionalities.

FreshService's multifaceted capabilities are poised to bring about tangible benefits across our IT landscape. The ticketing system promises streamlined issue resolution, ensuring that IT support responds promptly and effectively to user concerns. The self-service portal empowers users to find solutions independently, fostering a proactive approach to problem-solving and reducing dependency on support resources. The knowledge base serves as a centralized repository of information, facilitating quick access to relevant insights and resolutions.

The reporting and analytics feature embedded in FreshService provide valuable insights into IT performance and areas for improvement, contributing to informed decision-making. Asset management functionality ensures optimal utilization of resources, reducing costs and enhancing overall productivity. Moreover, the inclusion of project and contract management features speaks to the solution's versatility, allowing for the seamless integration of IT processes with broader organizational objectives.

One of the compelling aspects of FreshService is its potential to significantly improve customer satisfaction by delivering efficient, timely, and effective IT services. The reduction in costs, coupled with increased productivity, is expected to contribute positively to our organizational goals. Additionally, the enhanced visibility into IT operations afforded by

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FreshService ensures that key stakeholders have real-time insights into the status and performance of IT services.

Beyond the realm of IT, FreshService provides an opportunity for various business units to leverage its features to streamline their day-to-day operations. This extends the impact of the ITSM solution beyond the IT department, fostering a culture of efficiency and collaboration across the entire organization.

In summary, the decision to adopt FreshService from Freshworks Inc. reflects our commitment to embracing a comprehensive and advanced ITSM solution. With its array of features, FreshService is poised to be a transformative force, driving improvements in customer satisfaction, cost reduction, productivity enhancement, and overall operational visibility.

Impact on Residents and Businesses

There is no negative impact to residents or business within the County. FreshService helps the residents and businesses of Riverside County by improving operational efficiency by:

- Improving customer satisfaction by providing faster and more efficient ways to resolve IT issues.
- Reducing IT costs by streamlining processes.
- Increasing IT productivity by providing a centralized location for information.
- Improving IT visibility by providing a single view of all IT assets and incidents.
- Increasing compliance by tracking and documenting IT incidents and requests in one system.

Additional Fiscal Information

First year costs for this purchase are \$95,763.

Each subsequent renewable year will be \$95,763.

There are three (3) components to the pricing.

1. License - enterprise licensing fee for Thirty-Five (35) users.
2. Add-on Licensing - Fresh Service Asset packs two (2) units for annual amount of \$1,800.
3. Add-on Licensing - Business Agents for one hundred ten (110) users at a total annual cost of \$51,480.

The total annual cost will be billed once per year at the time of renewal.

Description	FY 23/24	FY 24/25	FY 25/26	FY 26/27	FY 27/28	Total
Annual Subscription	\$95,763	\$95,763	\$95,763	\$95,763	\$95,763	\$478,815
Total Costs	\$95,763	\$95,763	\$95,763	\$95,763	\$95,763	\$478,815
Additional Compensation for future subscription						\$60,000

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requirement not to exceed total Aggregate Amount						
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Contract History and Price Reasonableness

FreshService has an established track record within the Assessor-Clerk-Recorder (ACR) IT department, where it has been successfully employed for over a year on a smaller scale. This extended usage period translates into substantial cost savings, as it eliminates the need for additional expenditures related to software configuration and staff training.

FreshService's offers clarity in its pricing and feature offerings, while other providers charge separately for similar features and components, making it difficult to understand and track costs of ownership of the solution. Both users and administrators can interface with Freshworks' intuitively while allowing for efficient administration of the system. ACR research found that other similar solution will require an administrative overhead of up to 2,000 labor hours per year, while Freshworks software administrative overhead is significantly less and therefore can be managed within existing ACR IT staffing.

Freshworks offers the solution directly without the use of Resellers unlike most other software providers. This allows ACR to work and negotiate pricing directly with the company while obtaining all the support needed with implementation of the solution.

ATTACHMENTS:

- A. Main Services Agreement**
- B. Service Order Form - FreshService**
- C. Single Source Justification for Freshworks**

Meghan Hahn

 Meghan Hahn, Director of Procurement 1/17/2024

Cesar Bernal

 Cesar Bernal, PRINCIPAL MGMT ANALYST 1/18/2024

Ryan Yabko

 Ryan Yabko 1/17/2024

Aaron Gettis

 Aaron Gettis, Deputy County Counsel 1/18/2024



Main Services Agreement

This Main Services Agreement (“**Agreement**”), effective as of the date of the last signature (“**Effective Date**”), is entered into by and between **Freshworks Inc.**, a Delaware corporation (“**Freshworks**” or “**Provider**”) and the entity identified on the SOF (defined below) (“**Customer**”). In consideration of the terms and conditions set forth below, the parties agree as follows:

1. **Provision of Service.** Freshworks will make the Services and Software available to Customer pursuant to this Agreement, the Supplemental Terms (where applicable), the applicable SOF, and the Documentation, and provide such Services in accordance with this Agreement, including the Data Processing Addendum (“**DPA**”), the Professional Services Agreement (“**PSA**”), the BAA (if applicable), the Privacy Notice, and laws and government regulations applicable to Freshworks’ business, during each Subscription Term. 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, for up to the number of Users included in the Service Plan or otherwise noted in the SOF, including the right to download, install and use the Mobile Apps in connection with the authorized use of the Services.

2. Responsibilities of Customer

a. **Customer Account.** Customer may need to register for an Account in order to place orders or access or receive the Services. Customer agrees to keep its Account information current, accurate and complete so that Freshworks may send notices, statements and other information to Customer via email or through its Account, which notifications will be subject to this Agreement and the Privacy Notice. 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. **Use Restrictions.** Customer may only use the Services in accordance with the Documentation, subject to the use limitations indicated in any Service Order Form pursuant to which Customer subscribes to the Services, and the terms of this Agreement. Customer agrees to comply with the Freshworks Acceptable Use and Conduct Policy (as defined below) which is hereby incorporated into this Agreement. Customer further agrees not to use the Freshworks Technology (as defined below) to: (i) process data on behalf of any third party other than Customer’s Users and End Users; (ii) use the Service or Freshworks

Technology in violation of applicable law (iii) store or transmit any content that infringes upon any third party’s intellectual property rights; or (iv) for competitive intelligence or performance benchmarking purposes.

c. In addition, Customer will not: (v) 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) falsely imply any sponsorship or association with Freshworks; (vii) decompile, reverse engineer, disassemble, reproduce, or copy or otherwise access or discover the source code or underlying program of any portion of Freshworks Technology.

3. Customer Data

a. **Use of Customer Data.** As between the parties, Customer and its licensors retain all right, title and interest (including any and all intellectual property rights) in and to the 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 perform all related obligations owed to Customer under this Agreement, or as may be required by law. Customer is solely responsible for the accuracy, content and legality of all Customer Data. Customer warrants that Customer has and will have sufficient rights in the Customer Data to grant the rights to Freshworks under this Agreement. 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, or Mobile Apps (“**BAA**”).

b. **Data Security.** 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, and the Privacy Notice.

4. Intellectual Property

a. Ownership Rights. Customer Data is Customer's Confidential Information under this Agreement. Customer and its licensors retain all right, 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 and the Privacy Notice. Freshworks and its licensors retain all right, title, and interest in and to Freshworks Technology and Usage Data (defined below). Customer acknowledges that the Services are offered as online, hosted solutions, and that 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.

b. Usage Data. Notwithstanding anything to the contrary in this Agreement, Freshworks may collect and use any data that is derived from the use of the Services or characteristics such as country of domicile, company size, or industry, in each case that is anonymized and aggregated such that such data could no longer directly or indirectly identify Customer, Customer's Users or End Users, or any natural person ("**Usage Data**").

c. Updates. Freshworks may update the Services and Software from time to time and Customer may receive notifications of Updates. Any Updates to the Services and Software are subject to this Agreement. Customer agrees that its purchase of licenses to the Services and Software is neither contingent upon the delivery of any future functionality or features, nor dependent upon any oral or

written comments made by Freshworks with respect to future functionality or features.

d. Other Services. 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 are not licensed by Freshworks pursuant to this Agreement, but are governed by the third party provider's terms and conditions and privacy policies that accompany them, which Customer must separately accept, and the Freshworks Marketplace User Terms. Freshworks does not warrant or support Third-Party Services, unless expressly provided otherwise in an SOF. Freshworks is not responsible for any disclosure, modification or deletion of Customer Data resulting from access by such third party. The Service may contain features designed to interoperate with Third-Party Services. 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 features in a manner acceptable to Freshworks. Customer understands that Freshworks is not responsible for providing technical support for the Third-Party Services and that Freshworks is not responsible for the data hosting and 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 or Website. Maximum payments by Customer to Freshworks shall not exceed what is stated in the SOF annually including all expenses. The Customer is not responsible for any fees or costs incurred above or beyond the contracted amount and shall have no obligation to purchase any specified amount of services or products. For credit card payments, the payment is due immediately upon receipt of invoice. Customer hereby authorizes Freshworks or our authorized agents, as applicable, to bill your credit card upon subscription to the Service(s) (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, regardless of utilization by the Customer and except as expressly permitted in this Agreement, Fees paid are non-refundable. Customer will pay the Fees through an accepted payment method as specified in the applicable SOF or Website.



Unless otherwise set forth in the SOF, Customer's subscription to the Services will renew automatically for a Subscription Term in accordance with the renewal terms and conditions set forth in Section 6(b) below. During the Subscription Term, the Customer shall not reduce their Service Plan or User count.

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), 6(d) (Termination for Cause) or Section 6(c)(i) (Suspension of Service) 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, each party 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 that 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 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. If the Affiliate resides in a different country than Customer, then the SOF may include

modifications to terms applicable to the transaction(s) (including but not limited to tax terms and governing law).

f. Purchases from Channel Partners. Customer may procure use of any Services, Software, 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, 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 Services, Software, or Mobile Apps subscriptions via a Channel Partner, service credits and refunds payable under this Agreement may be payable or applied by Channel Partner acting on behalf of Freshworks 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. Customer's subscription to the Service will not automatically renew. Services will stop being provided by Freshworks as of the subscription end date unless the parties agree upon a continuation of Services prior to such date. Freshworks reserves the right to increase the Fees at the beginning of each Subscription Term. Freshworks reserves the right to increase the Fees at the beginning of each Subscription Term, after a minimum of 30-days advance notice in writing is required to be considered and approved by COUNTY. No price increases will be permitted during the first year of this Agreement (If applicable). Any Fees for a renewed Subscription Term are due upon the date of renewal.

c. 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) non-renewal of the Services 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.

d. Termination. 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 (iii) with sixty (60) days written notice prior to the end of the annual renewal term, subject to section 12(n) below..

e. Free Trial Customers. Upon the expiration of Customer's free trial, Freshworks may immediately suspend Customer's access to the Services. 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 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 the Customer's Account due to: (i) the termination or expiration of this Agreement, or (ii) termination or expiration the applicable SOF ("Data Export Period"). 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 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. Customer may contact

support@freshworks.com within the Data Export Period to export Customer Data.

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 solely (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 would cause substantial harm for which damages alone would not be a sufficient remedy, and therefore that upon any such disclosure by the receiving party, the disclosing party will be entitled to seek appropriate equitable relief in addition to whatever other remedies it might have at law.

9. Warranties/Disclaimer of Warranties

a. Service Warranty. Freshworks warrants that the Services, Software or Mobile Apps will perform in all material respects in accordance with the Documentation. Provided that Customer provides written notice of a claim within thirty (30) days after first becoming aware of a breach of the foregoing warranty, Freshworks will use diligent efforts to correct the Services, Software, or Mobile Apps so the foregoing warranty is met, and if Freshworks is unable to make such corrections in a timely manner, 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, Software or Mobile Apps purchased thereunder. This warranty will not apply if the error or non-conformance was caused by Customer's breach of this Agreement or Customer's or its Users' misuse of the Services, Software, and Mobile Apps,



modifications to the Services, Software, and Mobile Apps by anyone other than Freshworks or its representatives, or third-party hardware, software, or services used in connection with the Services, Software, and Mobile Apps.

b. Malware Warranty. Freshworks warrants that 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. Limitation of Liability

a. SUBJECT TO APPLICABLE LAW AND NOTWITHSTANDING ANYTHING ELSE 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, LOST PROFITS, OR COST OF COVER) 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, DATA CLAIMS OR IP CLAIMS, 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 TWELVE MONTHS PRECEDING THE CLAIM ("**THE GENERAL LIABILITY CAP**").

c. IN THE CASE OF IP CLAIMS AND DATA CLAIMS, FRESHWORKS AND ITS AFFILIATES' TOTAL LIABILITY TO THE CUSTOMER AND ITS

AFFILIATES FOR ALL SUCH CLAIMS IN THE AGGREGATE (FOR DAMAGES OR LIABILITY OF ANY TYPE) WILL NOT EXCEED TWO TIMES (2X) THE GENERAL LIABILITY CAP ("**SUPERCAP**").

d. IN NO EVENT WILL EITHER PARTY (OR ITS RESPECTIVE AFFILIATES) BE LIABLE FOR THE SAME EVENT UNDER BOTH THE GENERAL LIABILITY CAP AND THE SUPERCAP. SIMILARLY, THE FOREGOING CAPS WILL NOT BE CUMULATIVE; IF A PARTY (AND/OR ITS AFFILIATES) HAS ONE OR MORE CLAIMS SUBJECT TO EACH OF THOSE CAPS, THE MAXIMUM TOTAL LIABILITY FOR ALL CLAIMS IN THE AGGREGATE WILL NOT EXCEED THE APPLICABLE CAP.

e. THE PARTIES AGREE THAT THIS SECTION 10 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 CAPS 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.

11. Indemnification

a. Indemnification by Freshworks. Freshworks will defend Customer and its Affiliates, from any third party claim alleging that Customer's use of the Freshworks Technology as contemplated hereunder infringes such third party's patent, copyright and/or trademark intellectual property rights (an "**IP Claim**"), and will indemnify and hold harmless Customer and its Affiliates from and against any damages and costs awarded against Customer or its Affiliates, 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; (iii) or 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 foregoing items as set forth hereunder; (b) replace or modify them to make them non-infringing; or (c) if options (a) or (b) are not commercially reasonable as determined by Freshworks, then either Customer or Freshworks may terminate Customer's subscription to the Service, whereupon Freshworks will refund Customer, on a pro-rated basis, any Fees Customer has previously paid Freshworks for the corresponding unused portion. The sections above state Freshworks' entire liability and Customer's exclusive remedy with respect to an IP Claim.

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 therein, (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 a potential indemnity obligation under this Section 11, the indemnified party will: (i) promptly notify the indemnifying party in writing of the 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 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 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 11 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.

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, either party may assign this Agreement in its entirety (including all SOFs), without the other party's consent to its 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 Privacy Notice, the DPA, and 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 Privacy Notice, the Supplemental Terms, or any SOF and this Agreement, the order of precedence will be, first, the Privacy Notice, second, the SOF, third, the Supplemental Terms, and fourth the DPA, and fifth 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. Publicity Rights. Freshworks may identify Customer as a Freshworks customer in its promotional materials. Customer may request that Freshworks stop doing so by submitting an email to legal@freshworks.com at any time. Please note that it may take us up to thirty (30) days to process a request.

e. 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.

f. Survival. Sections 2.b (Use Restrictions), 4 (Intellectual Property), 5 (Fees and Payment), 6 (Term, Termination and Suspension), 8 (Confidentiality), 9.c



(Warranty Disclaimer), 10 (Limitation of Liability), 11 (Indemnification), 12.c (Entire Agreement), 12.f (Survival), 12.g. (Notices), 11.j (Governing Law) and 12.k (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.

g. Notices. All notices to be provided by one party to the other under this Agreement may be delivered in writing by (i) nationally 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 a 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 receipt or, if earlier, five (5) business days after being deposited in the mail or with a courier as permitted above.

h. 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.

i. Force Majeure. Neither party will be liable to the other for any delay or failure to perform any obligation under this Agreement if the delay or failure results from any cause beyond such party's reasonable control, including but not limited to, 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 that a Force Majeure Event continues for a period of 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 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 paid by Customer pro-rated as of the date the Force Majeure Event commenced.

j. 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, Riverside County for any claims or dispute relating to this Agreement.

k. Dispute Resolution. The parties shall attempt to resolve any disputes amicably at the working level. If that is not successful, the dispute shall be referred to the senior management of the parties. Prior to the filing of any legal action related to this Agreement, the parties shall be obligated to attend a mediation session in Riverside County before a neutral third party mediator. A second mediation session shall be required if the first session is not successful. The parties shall share the cost of the mediations.

l. Export Compliance and Use Restrictions. The Services and other Software 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 the Export Control Laws as they relate to access to and use of the Services, Software, and such other components by Customer and Users. Customer shall not access or use the Services if Customer is located in any jurisdiction in which the provision of the Services, Software or other components 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, Syria or the Crimea or so-called Donetsk People's Republic (DNR) or Luhansk People's Republic regions of Ukraine) (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 the 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 that Customer



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 the Export Control Laws or under other laws or regulations to which Customer may be subject. Customer acknowledges that the Service and other Software may not be available in all jurisdictions and that Customer is solely responsible for complying with the Export Control Laws.

m. 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.

n. The Customer obligation for payment of this Agreement beyond the current fiscal year end is contingent upon and limited by the availability of Customer. In the State of California, Government agencies are not allowed to pay excess interest and late charges, per Government Codes, Section 926.10. No legal liability on the part of the Customer shall arise for payment beyond June 30 of each calendar year unless funds are made available for such payment. The Riverside County Board of Supervisors is the only authority that may obligate the County for a non-cancelable multi-year agreement.

o. Any waiver by Customer of any breach of any one or more of the terms of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term of this Agreement. Failure on the part of Customer to require exact, full, and complete compliance with any terms of this Agreement shall not be construed as in any manner changing the terms or preventing Customer from enforcement of the terms of this Agreement.

p. This Agreement, including any attachments or exhibits, constitutes the entire Agreement of the parties with respect to its subject matter and supersedes all prior and contemporaneous representations, proposals, discussions and communications, whether oral or in writing. This Agreement may be changed or modified only by a written amendment signed by authorized representatives of both parties.

q. Each Party to this Agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act ("CUETA") Cal. Civ. Code §§ 1633.1 to

1633.17), for executing this Agreement. The Parties further agree that the electronic signatures of the Parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the Parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code

13. Definitions.

"Account" means any accounts or instances created by or on behalf of Customer for access to and use of any of the Services.

"Affiliate" or "Subsidiaries" means with respect to a party to this Agreement, 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.

"AUP" 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: (a) was publicly known and made generally available in the public domain prior to the time of disclosure by the disclosing party; (b) becomes publicly known and made generally available through no action or inaction of the receiving party; (c) is already in the possession of the receiving party at the time of disclosure by the disclosing party; (d) is obtained by the receiving party from a third party without a breach of such third party's obligations of confidentiality; or (e) 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 Claims" means any claims arising from either (a) a party's breach of Section 3 (Customer Data), Section 8 (Confidentiality), the DPA, the BAA (if applicable), or the Privacy Notice where such breach results in the unauthorized disclosure of Customer Data, or (b) breach of Section 2 (b) (Use Restrictions).

"Data Processing Addendum" or "DPA" means the Data Processing Addendum attached hereto as Exhibit A.

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

"End User" means, any person or entity other than Customer or Customer's Users with whom Customer interacts using the Services.

"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 training materials, support materials, templates, tools, methodologies or know-how, (iii) Freshworks' Confidential Information and (iv) 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 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 (as defined under applicable data protection laws).

"Privacy Notice" means, Freshworks' privacy notice currently at www.freshworks.com/privacy, as updated from time to time.

"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 (i) any service order referencing this Agreement and executed by Customer and Freshworks, or (ii) any online ordering document or process completed by Customer, including any online registration through a Website, each of which detail the Services subscribed to and corresponding Service Plans, the number of Users authorized to use the Services, Fees payable to Freshworks, the applicable Subscription Term, and any relevant additional terms and conditions. This may also include any change order forms.

"Services" 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 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 a SOF during which Customer subscribes to the Services.

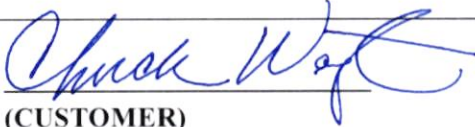
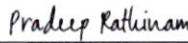
"Supplemental Terms" means, the Services specific terms found, which are located currently at <https://www.freshworks.com/terms/supplemental-terms/> as updated from time to time.

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

"User" or "Agent" means, any individual who is authorized by Customer to use the Services, 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.

By signing below, each Party represents and warrants that the signor is a duly authorized agent and hereby waives all claims to the contrary.

--	--

 (CUSTOMER) (Signature)	<small>DocuSigned by:</small>  (FRESHWORKS INC.) (Signature)
Name: CHUCK WASHINGTON	Name: Pradeep Rathinam
Title: CHAIR, BOARD OF SUPERVISORS	Title: Authorized Signatory
Date: 1/23/24	Date: December 8, 2023 9:18 PM IST



FORM APPROVED COUNTY COUNSEL
 BY  RYAN D YABKO 1/17/24 DATE

ATTEST:
KIMBERLY A. RECTOR, Clerk

By  DEPUTY

CUSTOMER INFORMATION			
Billing Contact information		Shipping Contact Information	
Contact Name: Shahzad Ashfaq		Contact Name (Shipping): Rafael Vergara	
Organization: County of Riverside		Organization: County of Riverside	
Email address: sashfaq@asrclkrec.com		Email address: sashfaq@asrclkrec.com	
Phone: 9514867116		Phone: 9514867116	
Bill-To Address: 4080 Lemon St, Riverside, California, 92507, United States		Ship-To Address: 2724 Gateway Dr. Riverside California, 92507, United States	
Subscription Term Start Date:	January 23, 2024	Subscription Term End Date:	January 22, 2029
Subscription Term:	60 Months	Billing Frequency:	Annual
PO required on Invoice:	Yes	PO Number (If Applicable):	
Payment Method:	Wire Transfer	Payment Terms:	Net 30
Applicable Tax Registration:	FEIN	Tax Registration ID:	956000930
Is Tax Exempt:	No		

Product Instance ID	Product Instance Domain	No. of Users
386913	acr-itsservices.freshservice.com	35

Annual

Type	Item Name	Net price/Unit	Duration (months)	Quantity	Net Price
Product	Freshservice - Enterprise Annual	\$101.15	12	35	\$42,483.00
Add-on	Freshservice - Assets (Pack of 500)	\$75.00	12	2	\$1,800.00
Add-on	Business Agents	\$39.00	12	110	\$51,480.00
Total Price					\$95,763.00

Total Net Price:	\$95,763.00
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COMMERCIAL TERMS

- The Subscription Term will renew in accordance with the Terms of the Agreement.

TERMS

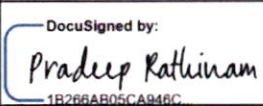
- For any third-party offering or services purchased by a Customer (through the Freshworks Marketplace, provided directly by such third-party, or otherwise facilitated by Freshworks), shall be governed by the applicable customer agreement provided by such third-party and not the Agreement. Customer

acknowledges that Freshworks is not responsible for such third party offering or services and Freshworks disclaims all liability resulting from the use of such third-party offering or services.

- The continued activation of Customer's Account is based on the successful payment of the Fees.

DocuSign Envelope ID: 0B7C83DA-55C0-4C88-A618-D73ED90EDA88_ rned 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")

- The Freshworks Products listed above may have supplemental terms associated with their use which are available at <https://www.freshworks.com/terms/supplemental-terms/>.
 - Freshworks acknowledges and understands that Customer is a government entity subject to the public records and meeting laws of the State of California, including the California Public Records Act (Government Code Section 7920 et seq.) and the California Brown Act (Government Code Section 54950 et seq.). Notwithstanding any other provision contained in this Agreement, any information (including Confidential Information), communications, and documents given by Freshworks to Customer and meetings involving Customer may be subject to requests for disclosure pursuant to the California Public Records Act and Brown Act. Customer acknowledges and understands that trade secrets are exempt from the disclosure requirements of the California Public Records Act and the California Brown Act, and will ensure Freshworks will have a reasonable opportunity to object to any disclosure of Freshworks information that is exempt from disclosure under public disclosure laws and regulations, including seeking an order blocking such disclosure. Each Party shall disclose the other Party's Confidential Information when required by law or otherwise in response to a valid order of a court or other governmental body of the United States or any political subdivision thereof.
- 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.		County of Riverside	
Name	Pradeep Rathinam	Name	
Title	Authorised Signatory	Title	
Signature	 <small>1B266AB05CA946C</small>	Signature	
Date	January 10, 2024 12:11 PM IST	Date	



FORM APPROVED COUNTY COUNSEL
 BY RYAN'D YABKO 1/17/24
 DATE

Certificate Of Completion

Envelope Id: 0B7C83DA55C04C88A618D73ED90EDA88	Status: Completed
Subject: Complete with DocuSign: DD-2040755-Freshworks-County of Riverside-SOF.docx	
Source Envelope:	
Document Pages: 2	Signatures: 1
Certificate Pages: 2	Initials: 0
AutoNav: Enabled	Stamps: 1
EnvelopeId Stamping: Enabled	Envelope Originator:
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	Deal-desk-docusign
	2950 S Delaware St Suite 201
	San Mateo, CA 94403
	deal-desk-docusign@freshworks.com
	IP Address: 13.233.52.70

Record Tracking

Status: Original 1/4/2024 9:03:35 AM	Holder: Deal-desk-docusign deal-desk-docusign@freshworks.com	Location: DocuSign
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Signer Events

Deal-desk-docusign
deal-desk-docusign@freshworks.com
Freshworks Inc.
Security Level: Email, Account Authentication (None)

Signature



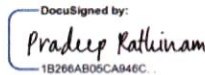
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Timestamp

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Viewed: 1/4/2024 9:08:06 AM
Signed: 1/4/2024 9:08:12 AM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Pradeep Rathinam
pradeep.rathinam@freshworks.com
Security Level: Email, Account Authentication (None)



Signature Adoption: Pre-selected Style
Using IP Address: 50.231.155.234

Sent: 1/4/2024 9:08:19 AM
Resent: 1/8/2024 8:48:40 AM
Viewed: 1/9/2024 10:41:31 AM
Signed: 1/9/2024 10:41:37 AM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

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

Vishal Prasad
vishal.prasad1@freshworks.com
Security Level: Email, Account Authentication (None)



Sent: 1/9/2024 10:41:44 AM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Carbon Copy Events**Status****Timestamp**

Varun Thadani

varun.thadani@freshworks.com

Security Level: Email, Account Authentication
(None)**Electronic Record and Signature Disclosure:**
Not Offered via DocuSign**COPIED**

Sent: 1/9/2024 10:41:46 AM

Witness Events**Signature****Timestamp****Notary Events****Signature****Timestamp****Envelope Summary Events****Status****Timestamps**

Envelope Sent

Hashed/Encrypted

1/4/2024 9:07:07 AM

Certified Delivered

Security Checked

1/9/2024 10:41:31 AM

Signing Complete

Security Checked

1/9/2024 10:41:37 AM

Completed

Security Checked

1/9/2024 10:41:46 AM

Payment Events**Status****Timestamps**



PETER ALDANA
Assessor-County Clerk-Recorder

COUNTY OF RIVERSIDE
ASSESSOR-COUNTY CLERK-RECORDER
P.O. BOX 751
RIVERSIDE CA 92502-0751
(951) 486-7450

DOUG CADY
ASSISTANT
Valuation Division

KAN WANG
ASSISTANT
Administration Division

LISA ANDERSON
ASSISTANT
County Clerk-Recorder

Date: December 27th, 2023
From: Peter Aldana, Assessor – County Clerk - Recorder
To: Board of Supervisors/Purchasing Agent
Via: Rafael Vergara, Buyer II
Jamie Garcia, Supervising Procurement Contract Specialist
Subject: Single Source Procurement; Request for Fresh Works Licensing

The below information is provided in support of my Department requesting approval for a single source.
(Outside of a duly declared emergency, the time to develop a statement of work or specifications is not in itself justification for sole or single source.)

1. Supplier being requested: Freshworks Inc

2. Vendor ID: 0000206834

3. Single Source Sole Source

(Single Source - is a purchase of a commodity or service without obtaining competitive bids although more than one source is available)

(Sole Source - is a purchase of a commodity or service that is proprietary or no other vendor is qualified or willing to meet the county specified requirements)

4. Have you previously requested and received approval for a sole or single source request for this vendor for your department? (If yes, please provide the approved sole or single source number).

Yes No

SSJ# _____

4a. Was the request approved for a different project?

Yes No

5. Supply/Service being requested:

(If this request is for professional services, attach the service agreement to this sole source request. The Purchasing Agent, or designee, is the signing authority for agreements unless the service is exempted by Ordinance 459, Board delegated authority or by State law. All insurance requirements must be met prior to work commencement. See the Risk Management website for vendor insurance requirements.)

FreshWorks inc. is the developer of FreshService a cloud-based IT service management (ITSM) solution that helps to improve the quality and efficiency of IT. FreshService offers many features including, but not limited to: ticketing system, self-service portal, knowledge base, reporting and analytics, asset

management, project management, and contract management. These features help improve customer satisfaction, reduce costs, increase productivity and improve visibility into IT operations.

6. Unique features of the supply/service being requested from this supplier. *(If this sole source request is due to proprietary software or machinery, or hardware, provide a supporting letter from the manufacturer. If this is a single source request provide an explanation of how this provides the best value for the County by selecting this vendor.)*

- FreshService's clarity in its pricing and feature offerings, while other providers charge features and components separately, making it difficult to understand and track costs of ownership of the solution.
- Freshworks' user interfaces for both users and administrators are intuitive and allow much more efficient administration of the system. ACR estimated that other similar solution will require an administrative overhead up to 2,000 in labor hours per year, while Freshworks software administrative overhead is much less and therefore can be managed with existing ACR IT's staffing capacity.
- Freshworks offers the solution directly from the software company without the use of Resellers like most other software providers. This allows ACR to negotiate directly with the company while obtaining all the support needed with implementation of the solution.

7. Reasons why my department requires these unique features from the vendor and what benefit will accrue to the county:

FreshService helps the organization in many ways including:

- Improving customer satisfaction with more timely incident tracking, monitoring, and reporting to ensure more immediate user issue resolutions.
- Reduce labor costs by streamlining incident routing processes to the right support staff with less labor in triaging an incident before the right staff can be assigned to help resolve the issues.
- Increasing users' ability to self-help through incident resolution 'knowledgebase' capabilities therefore further minimizes IT labor involvement in some issues.
- Increase visibility to root causes of user issues through a single system that encapsulates IT projects, system updates, patch deployments, etc. that often results in influx of user issues to the helpdesk. Therefore, allowing helpdesk to plan, prepare, and/or avoid incidents as a result of IT activities.
- Increase visibility, collaboration, and compliance with features that extends to various other business units that initiates It related activities such as project management, contract and license management, asset tracking, issue tracking, and central repository of documents and knowledge.

FreshService has been used by the Assessor-Clerk-Recorder (ACR) IT department for over a year. Therefore, additional savings are maximized by not requiring additional costs for software configuration and staff training. Furthermore, the ACR department is looking to extend FreshService to business units. Business units are already familiar with FreshService as it is the primary communication channel to report IT issues. Savings are realized by not needing to retrain 300+ staff to use a new system.

The ACR business units will benefit by using FreshService's business agents. This allows for business units to leverage FreshService's features like ticketing, service catalog, knowledge base, analytics, etc. from an independent workspace. Business units can work independently of each other.

8. Period of Performance: From: 01/09/2024 to 06/30/2024 with the option to renew through 07/01/2028 for a total of five years

Is this an annually renewable contract? No Yes
Is this a fixed-term agreement: No Yes

(A fixed-term agreement is set for a specific amount of time; it is not renewed annually. Ensure multi-year fixed-term agreements include a cancellation, non-appropriation of funds, or refund clause. If there is no clause(s) to that effect, then the agreement must be submitted to the Board for approval. No exemptions shall apply.)

9. Identify all costs for this requested purchase. In addition, please include any single or sole source amounts previously approved and related to this project and vendor in the section designated below for current and future fiscal years. You do not need to include previous fiscal year amounts. If approval is for multiple years, ongoing costs must be identified below. If annual increases apply to ongoing costs such as CPI or other contract increases, provide the estimated annual cost for each consecutive year. If the annual increase may exceed the Purchasing Agent's authority, Board approval must be obtained. (Note: ongoing costs may include but are not limited to subscriptions, licenses, maintenance, support, etc.)

Description:	FY23/24	FY24/25	FY25/26	FY26/27	FY27/28	Total
One-time Costs:	\$95,763					\$95,763
Optional Renewals:		\$95,763	\$95,763	\$95,763	\$95,763	\$383,052
Total Costs	\$95,763	\$95,763	\$95,763	\$95,763	\$95,763	\$478,815

Note: Insert additional rows as needed

10. Price Reasonableness: (Explain why this price is reasonable or cost effective – were you provided government discounted pricing? Is this rate/fee comparable to industry standards?)

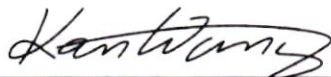
Freshworks has extended a discount to the ACR. The FreshService-Enterprise Annual list price stands at \$49,980, with Freshworks offering a 15% discount, resulting in a cost of \$42,483 for the Enterprise Annual package. This discounted rate is deemed reasonable and cost-effective, contributing to overall savings for the County of Riverside.

Annual

Type	Item Name	List Price/Unit	Discount	Net price/Unit	Duration (months)	Quantity	Net Price
Product	FreshService- Enterprise Annual	\$119	15%	\$101.15	12	35	\$42,483.00
Add-on	FreshService- Business Agents	\$39	0%	\$39	12	110	\$51,480.00
Add-on	FreshService - Assets (Pack of 500)	\$75	0%	\$75	12	2	\$1,800.00
Total Net Annual Price							\$95,763.00

11. Projected Board of Supervisor Date (if applicable):_

(Draft Form 11s, service agreement and or quotes must accompany the sole source request for Purchasing Agent approval.)



Kan Wang Assistant ACR

12/29/23

Department Head Signature
(or designee)

Print Name

Date

The section below is to be completed by the Purchasing Agent or designee.

Purchasing Department Comments:

Approve

Approve with Condition/s

Disapprove

Condition/s:

Not to exceed:

One-time \$ _____

Annual Amount \$95,763 / per fiscal year through 6/30/2028 (date) (if Annual Amount Varies each FY)

FY _____ : \$ _____

FY _____ : \$ _____

FY _____ : \$ _____

FY _____ : \$ _____

FY _____ : \$ _____

Meghan Hahn

12/29/23

24-163

Purchasing Agent

Date

Approval Number

(Reference on Purchasing Documents)

Note: The period of performance and cost identification table(section 9) is amended to reflect the updated subscription dates. Contract is a 60 month agreement that is not renewable in 1 year terms, although it would allow for 30-days advance notice for termination at any time during the Subscription Term, and services will not automatically renewal past January 22, 2029.

From: 01/23/2024 to 01/22/2029 .

Description:	FY23/24	FY24/25	FY25/26	FY26/27	FY27/28	Total
Annual Subscription	\$95,763	\$95,763	\$95,763	\$95,763	\$95,763	\$478,815
Total Costs	\$95,763	\$95,763	\$95,763	\$95,763	\$95,763	\$478,815
Additional Compensation for future subscription requirement not to exceed total Aggregate Amount						\$60,000

Kan Wang

Kan Wang Assistant ACR

1/16/24

Department Head Signature
(or designee)

Print Name

Date

Meghan Hahn

Meghan Hahn, Director of Purchasing

1/16/24

Purchasing Agent

Print Name

Date

*Note: Amended SSJ - New reference #24-163a. Total annual NTE above chart.