

PARTNER FRAMEWORK AGREEMENT

BY SIGNING UP TO BE FRESHWORKS' RESELLING PARTNER AND BY ACCEPTING THIS AGREEMENT, EITHER BY CLICKING A BOX INDICATING YOUR ACCEPTANCE OR OTHERWISE ELECTRONICALLY INDICATING ACCEPTANCE, YOU AGREE TO THE TERMS OF THIS AGREEMENT. IF YOU ARE ACCEPTING THIS AGREEMENT AS AN EMPLOYEE, AGENT, OR CONTRACTOR OF A CORPORATION, PARTNERSHIP, FIRM THEN YOU REPRESENT AND WARRANT THAT YOU HAVE THE AUTHORITY TO SIGN FOR AND BIND SUCH ENTITY IN ORDER TO ACCEPT THE TERMS OF THIS AGREEMENT. THE RIGHTS GRANTED UNDER THIS AGREEMENT ARE EXPRESSLY CONDITIONED UPON ACCEPTANCE BY SUCH AUTHORIZED PERSONNEL.

This Partner Framework Agreement (the "**Agreement**") is entered into by and between **Freshworks Inc.**, a Delaware corporation ("**Freshworks**") and the person or entity reselling and/or distributing the Freshworks Service in the Territory ("**Partner**"). In consideration of the terms and conditions set forth below, the parties agree as follows:

Modifications to this Agreement: From time to time, Freshworks may modify this Agreement. Freshworks will use reasonable efforts to notify Partner of the changes through communications via email or other means. If any such modification(s) are not acceptable to Partner, the Partner may terminate the Agreement by serving a sixty days (60) days' notice in writing to Freshworks. In case of any objection, such disagreement should be communicated to Freshworks within ten (10) days from the date of such change notification to Partner. Unless otherwise expressly agreed with Freshworks in writing, the modified terms become effective for Partner as on the Effective Date of the revised version of the Agreement. The continued partnership engagement with Freshworks beyond the aforementioned objection window of ten (10) days, constitutes Partner's deemed acceptance of the then current Agreement in its entirety as per the Effective Date. In the event a clause is supplemented by the Freshworks Partner Program Guide, the Program Guide will act as a supplement to the terms contained in this Agreement. However, in the event of inconsistency with respect to engagement between the terms of the Freshworks' Partner Program Guide and the terms contained herein in this Agreement, the Agreement will prevail over the Freshworks Partner Program Guide to the extent of such inconsistency. While Freshworks will use reasonable efforts to notify the Partner of any changes on the Freshworks' Partner Program Guide, it shall be the responsibility of the Partner to visit the Freshworks' Partner Program Guide frequently and look for updates.

The "**Effective Date**" is the earlier of (a) the date on which the Partner accepts this Agreement as set forth above by clickthrough from the website/ portal or platform as may be provided by Freshworks, (b) As part of it becoming the Partner of Freshworks, the date on which the Agreement becomes applicable to the Partner as may be notified by Freshworks in any manner of writing.

1. Authorization

1.1. Resale Authorization. During the Term of this Agreement, Freshworks grants to Partner the non-exclusive right to resell the Freshworks Services to Customer(s) in the Territory subject to the terms and conditions in this Agreement. Freshworks reserves the right, in its sole discretion, to add new products, modify, retire or discontinue publication, distribution, or sale of any or all of Freshworks Services at any time without liability of any kind. For the avoidance of doubt, nothing in this Agreement prohibits Freshworks from selling the Freshworks Services directly to any Customer or through any other reseller or distributor. Partner will not reverse-engineer, decompile, disassemble, modify, or attempt to discern the composition of any Freshworks Services, except to the extent expressly permitted by applicable law notwithstanding this restriction. Certain service plans and/or editions of the Freshworks Services available can only be accessed by eligible Customers. Partner will work with Customers and Freshworks as required to ensure that only appropriately qualified Customers are offered the applicable service plans or are enrolled in the appropriate editions of the Freshworks Services.

1.2. Authorized Resellers. Partner may not, unless the parties have executed a Distributor Supplement, appoint sub-distributors, resellers, agents or other intermediaries to market or sell the Freshworks Services ("**Authorized Resellers**").

1.3. Opportunity Registration. Partner will register each individual Customer resale opportunity with Freshworks via an online portal provided by Freshworks for such purpose. Partner represents and warrants to Freshworks that Partner has sufficient rights to share the opportunity registration information with Freshworks. Partner agrees that it will only disclose business contact details to Freshworks in connection with this Agreement if it has obtained the appropriate consents from such contacts and/or its representatives, as applicable, to allow Freshworks or its representatives to use such details to communicate directly with that contact in connection with the potential purchase of a subscription or other services related to the Freshworks Services. To the extent such business contact information constitutes personal data under applicable data protection laws, both Partner and Freshworks will comply with the same. With respect to EEA personal data, the Partner must ensure that all legal documentation including a Data Processing Agreement (as defined under applicable data protection laws) is in place with the Customer. Any credits, discounts, rebates or other economic incentives that Freshworks may offer in connection with Partner's activities hereunder ("**Incentives**") are at Freshworks' discretion, as more specifically covered in the Freshworks' Partner Program Guide from time to time and subject to Partner meeting the terms and conditions of this Agreement and any applicable requirements, timelines and other terms and conditions under the Freshworks' Partner Program Guide for each such individual Incentive. Freshworks has the sole right to determine the applicability of Incentives to the Partner and may communicate the same in writing and/or via electronic means. Freshworks reserves the right to suspend any such Incentives to any Partner or Partners at any time with thirty (30) days notice.

1.4. Partner Records and 1.4 Reporting. During the Term of this Agreement and for three (3) years after expiration or termination

of this Agreement, Partner will maintain full, true, and accurate records and books of account in accordance with generally accepted accounting principles concerning all resale transactions under this Agreement. Such books and records will be made available to Freshworks upon reasonable request, and will include and record, without limitation, all data that Partner is required to provide with respect to Freshworks Services purchases (including, if the parties have executed a Distributor Supplement, all sales to Authorized Resellers).

1.5 Partner Conduct. In carrying out activities pursuant to this Agreement, Partner shall not make any legal representations, guarantees or warranties of any type on behalf of Freshworks or with respect to the Freshworks Services, including describing the Freshworks Services in a manner inconsistent with the then-current product descriptions or promotional materials made available by Freshworks to Partner, or engage in any deceptive, misleading illegal or unethical practices. Partner acknowledges that (a) it will adhere to Freshworks' Business Partner Standards of Conduct located at the URL <https://www.freshworks.com/company/partners/home/partner-standards-of-conduct/> ("**Standards**"); or (b) it currently possesses and complies with a lawful program of its own substantially consistent with the Standards. Partner agrees to comply with all applicable export and import laws and regulations of the United States and other applicable jurisdictions of the Territory. Without limiting the foregoing, (i) Partner represents and warrants that it is not listed on and will not engage with any U.S. government list of prohibited or restricted parties or located in (or a national of) a country that is subject to a U.S. government embargo or that has been designated by the U.S. government as a "terrorist supporting" country, (ii) Partner will not access or use any Freshworks Technology in violation of any U.S. export embargo, prohibition or restriction, and (iii) Partner will not submit to the Freshworks Technology any data or information controlled under the U.S. International Traffic in Arms Regulations. Partner agrees that in performing obligations under this Agreement, it will comply with all applicable domestic, foreign and local anti-bribery and anti-corruption laws and regulations. Partner will not give, offer, or promise any payment or any item of value to: (i) any government official, which shall include any person working for a state owned entity; (ii) any political party official or political party; (iii) any candidate for a political office; or (iv) any officer or employee of a public international organization (each, an "**Official**"), for the purpose of influencing any act or decision of these Officials in their official capacity to help obtain or retain business, or gain any unfair advantage. Partner represents and warrants that neither it nor any of its officers, directors, or employees is an Official, and that it will not retain any Official in connection with the performance of its activities hereunder. Partner may not access or use Freshworks Technology (later defined) except as permitted by this Agreement. Any violation of the use restrictions pertaining to the Freshworks Technology is a material breach of this Agreement.

2. Customer Terms.

2.1. Customer MSA. Partner will distribute the Freshworks Services to the Customer subject solely and exclusively to the MSA applicable to such Freshworks Services. Unless Freshworks has designated an alternative mechanism to ensure that all Customers agree to the applicable MSA(s), Partner will obtain the Customer's binding consent to the applicable MSA, and Partner will keep records thereof and will provide copies thereof to Freshworks upon request. Any conflicting or supplemental terms and conditions to the MSA between Partner and the Customer that purport to bind Freshworks are hereby rejected and will not be binding against Freshworks.

2.2 Partner Obligations Following are the responsibilities applicable for the Partner under this Agreement. The Partner's engagement level, role and scope are more specifically covered in the Freshworks' Partner Program Guide, which shall be revised from time to time at the sole discretion of Freshworks. In the event of inconsistency in relation to this provision, between the terms of this Agreement & the Freshworks' Partner Program Guide, the terms of this Agreement will prevail over the Freshworks' Partner Program Guide to the extent of such inconsistency.

2.2.1 Customer Support. Partner will (i) assist in on-boarding Customers which includes setting up admin accounts; (ii) provide all tier one support for the applicable Freshworks Service; (iii) and handle renewals if a Customer wishes to renew its subscription to the Freshworks Service. Partner will appoint a customer success manager who will work towards improvement of the Customer's user experience which includes, providing training, obtaining Customer feedback, performing analytics, provide assistance during escalations, updating Customers on new product feature(s), conducting reviews/surveys for ensuring customer centricity, facilitating up-selling and cross selling through effective customer engagement.

2.2.2 Customer Professional Services. Partner may, in addition to resale of Freshworks Services, also provide professional services to Customers which will include consultation, implementation, customizations, training, maintenance and support in local languages.

2.3 Partner Access to Customer Account. Any decision by the Customer to provide Partner with access to the Freshworks Services or to Customer Data is made solely at the discretion of the Customer. Partner has no need to access the Freshworks Services or Customer Data to perform its obligations under this Agreement and nothing in this Agreement shall be interpreted as granting Partner authority to have such access.

3. Partner Enablement

3.1. Training. Partner agrees to appoint a person responsible for coordinating training activities and have a minimum number of personnel per personnel category enroll and complete the onboarding and enablement program as noted on a Freshworks' Partner Program Guide (or as otherwise agreed with Freshworks). In the event of inconsistency, the training terms agreed with Freshworks in the Agreement or otherwise in writing will prevail over the terms mentioned on the Freshworks' Partner Program Guide. In the absence of specific terms in writing between the parties, the terms of the Program Guide will prevail. Initial training should be completed as reasonably necessary for Partner to remain current in the then-current features, functions, of the Freshworks Services. Freshworks will provide free online training; however, dedicated sessions and training modules will be made available either exclusively for a defined category of partners or on payment of applicable fees stated in a mutually executed ordering document. Training Materials made available to Partner may include audio, visual, textual, and graphical content and may only be used by Partner personnel to complete the training and thereafter as a reference material for Customer sales. Partner agrees to use the then-current versions of Training Materials

provided to Partner for the foregoing purposes. Training Materials may not, without the explicit consent of Freshworks, be (a) disseminated to third parties, (b) modified, translated, or excerpted by Partner, (c) used by Partner to develop or deliver further internal or external training coursework or materials concerning the Freshworks Services, or (d) used to develop or assist others with developing products or services competitive with the Freshworks Services. Training Materials are Freshworks' Confidential Information under this Agreement.

3.2. Access to Non-Production Account. At Freshworks' discretion, Freshworks may grant Partner with access to one or more non-production accounts within the Freshworks Services ("**Non-Production Account**"). Partner shall only access and use the Non-Production Account to (a) internally train its personnel on the features and functions of the Freshworks Services as necessary to effectively position and sell subscriptions to the same, (b) to demonstrate the capabilities of the Freshworks Services to prospective Customers. Partner shall not: (1) license, sublicense, sell, resell, rent, lease, transfer, assign, distribute, time share or otherwise commercially exploit the Non-Production Account; (2) modify, adapt, hack, translate, reverse engineer, reproduce, copy decompile the Freshworks Services or attempt to derive the source code to the Non-Production Account; (3) gain or attempt to gain unauthorized access to the Non-Production Account; (4) create derivative works based on the Non-Production Account, (5) circumvent any user limits or other timing, use or functionality restrictions built into the Non-Production Account; (6) remove or alter any proprietary notices, labels, or marks from the Non-Production Account; (7) access the Non-Production Account to (i) build a competitive product or service, or (ii) copy any ideas, features, functions or graphics of the Freshworks Services; (8) make the Non-Production Account accessible to third parties, make the products available to anyone other than the client; (9) use the Non-Production Account to store or transmit production or live Customer Data, or any material that is infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy and intellectual property rights; (10) use the Non-Production Account to store or transmit malicious code interfere with or disrupt the integrity or performance of the same or any data therein. Freshworks may, without liability to Partner, immediately disable or suspend access to the Non-Production Account if Partner breaches the foregoing restrictions or otherwise engages in actions that cause or have the potential to cause harm to Freshworks, Customer, the Non-Production Account, the Customer Account, the Customer Data, or the Freshworks Services, or where required to do so by contract, law, or governmental order.

3.3. Marketing Activities. The parties may from time to time engage in mutually agreed to marketing activities as may be identified in the Freshworks' Partner Program Guide or general marketing initiatives. In addition, as part of Partner's promotion and resale of subscriptions to the Freshworks Services, Partner agrees to leverage such marketing materials and other sales, or positioning materials or tools as may be provided to Partner from time to time ("**Positioning Materials**"). Partner shall not materially modify the Positioning Materials in any way that causes Partner to misrepresent the technical capabilities, features or functions of the Freshworks Services. To the extent that the Positioning Materials contain any of Freshworks' Brand Elements, Partner shall not remove, obfuscate or alter the Brand Elements, except as agreed to by Freshworks in each instance. All Positioning Materials used by Partner require review and approval by Freshworks. To the extent Brand Elements are incorporated in Positioning Materials previously approved, substantially similar subsequent uses will not require additional approval. Notwithstanding the foregoing, any press release, product sheet, case study, or similar public announcement must be approved by each party in advance. Each party will promptly cease any problematic use of Brand Elements identified by the licensing party. Partner agrees not to register, nor attempt to register, any Brand Elements which may be confusingly similar to Freshworks' Brand Elements in any jurisdiction, and agrees not to purchase social media, ad word, or any other form of advertising on behalf of Freshworks or that identifies Freshworks without Freshworks' prior knowledge and consent. At Freshworks' request, Partner shall promptly cease any objectionable use of the Positioning Materials or Brand Elements. Freshworks may, in its sole discretion, reimburse such reasonable costs and expenses incurred by the Partner for activities pursued under this Section. This reimbursement is subject to Freshworks' approval of such activities at least 15 days in advance.

Notwithstanding the above, during the Term of this Agreement, the Partner grants to Freshworks, a non-exclusive, non-transferable, royalty-free license to use Partner's Brand Elements, display and publish in its website or in such other collaterals from time to time, solely for the purpose of identifying the Partner's association with Freshworks but not amounting to press releases / announcements unless approved by Partner. However, such usage shall be in accordance with the appropriate trademark / logo usage 'guidelines' shared by the Partner.

4. Fees

4.1. Fees and Payment. In the event the Partner pays Fees, all Fees and payment terms for Freshworks Services will be stated in an applicable SOF or Freshworks invoice. Except as expressly provided in this Agreement, all payment obligations are non-cancelable, and Fees are non-refundable. Fees due under this Agreement are not contingent upon any Customer payments to Partner.

4.2. Taxes. Fees do not include Taxes. Partner is responsible for paying, invoicing (if required by law) and reporting all Taxes associated with its purchases hereunder, including without limitation all Taxes chargeable in connection with the Customer's use or access of the Freshworks Services. For the sake of clarity, Partner is solely responsible for determining whether any Taxes apply to any SOF, and Freshworks is not responsible for remitting Taxes to any taxing authority for any SOF, or for reporting any information (including the payment of Taxes) for any SOF. If Freshworks has the legal obligation to pay or collect Taxes for which Partner is responsible for under this Section, Freshworks will issue a valid tax invoice to Partner and Partner will pay that amount unless Partner provides Freshworks in advance of execution of the SOF with a valid tax exemption certificate authorized by the appropriate taxing authority. Taxes will not be deducted from payments to Freshworks, except as required by applicable law, in which case Partner will increase the amount payable as necessary so that, after making all required deductions and withholdings, Freshworks receives and retains (free from any liability for Taxes) an amount equal to the amount it would have received had no such deductions or withholdings been made. Upon Freshworks' request, Partner will provide to Freshworks its proof of withholding tax remittance to the respective taxing

authority. Partner and Freshworks shall reasonably co-operate with each other in seeking waiver or reducing any applicable Taxes and in order to avail such beneficial claims, exchange with each other all necessary and relevant documents. Where applicable, Partner will provide on the SOF its VAT/GST Registration Number.

4.3. Payment Disputes. Freshworks will not exercise its rights under Section 11.2 (Termination) or Section 11.6 (Suspension of Freshworks Services) with respect to non-payment by Partner if: (a) Partner has raised a dispute within ten (10) days from the date of invoice / SOF from Freshworks, with a legitimate intent of resolving the dispute in an amicable manner. If the parties are unable to resolve such a dispute within thirty (30) days from the date of invoice / SOF, each party shall 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, and Partner may not dispute any payments to Freshworks based on non-payment by a Customer.

4.4. No Set-Off. Partner will not set-off or offset against Freshworks invoices amounts that Partner claims are due to it by Freshworks or any amounts resulting from any billing or collection disputes between Partner and Customer. Partner will bring any claims or causes of action it may have in a separate action and waives any rights it may have to offset, set-off, or withhold payment for products or services provided by Freshworks under this Agreement.

5. Consideration

The following clause 5.1 will apply solely to Partners who subscribe to the commission model.

5.1 Commissions:

(a) Partner shall be entitled to receive a commission in the percentages as outlined in the Freshworks' Partner Program Guide. The Commission shall be on the Fees realized by Freshworks either directly or via the Partner (net of discounts or any other credits) for Freshworks Services for the duration the Customer subscribes to the Freshworks Services except where this Agreement is terminated.

(b) Notwithstanding the foregoing, in the event a particular Customer is sourced by Freshworks alone and the Partner's function is limited solely to invoicing the Customer on behalf of Freshworks, Partner shall be eligible to receive a commission of 10% on the Fees realized by Freshworks for Freshworks Services for the duration the applicable Customer subscribes to the Freshworks Services except where this Agreement is terminated.

(c) Partner acknowledges that it is not entitled to receive any future commissions beyond the effective date of termination of this Agreement. On early termination of quarterly, half-yearly and annual subscriptions, any chargebacks, refunds or discounts for Freshworks Services for which Partner has already received commission may be debited from future payment of commission, as applicable, in Freshworks' sole discretion.

(d) Freshworks shall pay the Partner the commission for applicable transactions within thirty (30) days after the end of each calendar quarter ("Payment"); provided however that Payment shall not be made until commission due to Partner is greater than or equal to \$100 (the "Minimum"). If the Minimum is not met, such amounts will roll over to the next calendar quarter(s) until Payment is made. Freshworks will include a statement of commission within thirty (30) days after the end of each calendar quarter. Partner agrees to provide written notification of all disputes it may have regarding commission within fifteen (15) days of receipt of the commission report and any dispute for which Partner does not provide such notification shall be deemed waived by Partner.

(d) Forms: Partner shall complete all formalities and execute applicable documentation as requested by Freshworks within ninety (90) days from the Effective Date. Partner acknowledges that if the said formalities are not completed in the manner required, Freshworks will not be able to process commissions in time. Any such delay in processing of commissions shall not make Freshworks liable for the same.

OR

The following clause 5.2 will apply solely to Partners who subscribe to the transfer pricing model.

5.2 Transfer Pricing: Partner shall be entitled to receive a discount as more specifically covered in the Freshworks' Partner Program Guide. The discount is on the List Price upon purchase of a Freshworks Service. Partners may further set their own price to resell Freshworks' Services to Customers.

6. Ownership.

6.1. Ownership by Freshworks. Freshworks and its licensors retain all right, title and interest (including all patent, copyright, trademark, trade secret and other intellectual property rights) in and to the Freshworks Technology. Customer Data is owned by the Customer and is confidential to the Customer. Except for the express limited rights in this Agreement, no right, title or interest in any Freshworks Technology is granted to Partner. Notwithstanding anything to the contrary herein, Freshworks may freely use and incorporate into the Freshworks Technology any Feedback voluntarily provided by Partner, provided that such Feedback shall never identify Partner or its personnel or otherwise disclose Confidential Information of Partner.

6.2. Ownership by Partner. Partner retains all right, title and interest in and to the Partner Technology. Except for the express limited rights in this Agreement, no right, title or interest in any Partner Technology is granted to Freshworks.

7. Confidential Information. Each party (as "Receiving Party") will use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but not less than reasonable care) to (i) not use any Confidential Information

of the other party (the “**Disclosing Party**”) for any purpose outside the scope of this Agreement, and (ii) except as otherwise authorized by the Disclosing Party in writing, limit access to Confidential Information of the Disclosing Party to those of its employees and contractors who need that access for purposes consistent with this Agreement and who have signed confidentiality agreements with the Receiving Party containing protections not materially less protective of the Confidential Information than those herein. If Receiving Party is required by law or court order to disclose Confidential Information, then Receiving Party shall, to the extent legally permitted, provide Disclosing Party with advance written notification and cooperate in any effort to obtain confidential treatment of the Confidential Information. 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.

8. Warranty Disclaimer. Freshworks will offer its standard warranties for the Freshworks Services directly to Customers pursuant to the MSA. All such warranties will run directly between Freshworks and the applicable Customer and not to, or through, Partner. EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, THE PARTIES HEREBY DISCLAIM, ANY WARRANTIES OR REPRESENTATIONS PERTAINING TO THEIR OBLIGATIONS UNDER THIS AGREEMENT, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT.

9. Limitation of Liability. NEITHER PARTY WILL BE LIABLE UNDER THIS AGREEMENT FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, INDIRECT, EXEMPLARY OR PUNITIVE DAMAGES, INCLUDING LOST PROFITS. EXCEPT FOR PARTNER'S BREACH OF SECTION 6 (OWNERSHIP), SECTION 7 (CONFIDENTIAL INFORMATION), BREACH OF SECTION 1.5 (PARTNER CONDUCT), OR THE PARTNER'S INDEMNIFICATION OBLIGATIONS IN SECTION 10, THE MAXIMUM CUMULATIVE AND AGGREGATE LIABILITY OF EITHER PARTY, AND THEIR EMPLOYEES, OFFICERS, DIRECTORS, REPRESENTATIVES, AND AGENTS FOR ALL COSTS, LOSSES, OR DAMAGES FROM CLAIMS ARISING OUT OF OR RELATED IN ANY WAY TO THIS AGREEMENT OR FRESHWORKS' OBLIGATIONS HEREUNDER, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, IS LIMITED TO DIRECT DAMAGES ONLY AND SHALL NOT EXCEED COMMISSIONS PAID OR PAYABLE TO PARTNER DURING THE PRECEDING TWELVE (12) MONTHS PRIOR TO THE DATE THE CLAIM AROSE.

10. Indemnification.

10.1. By Freshworks. Freshworks will defend Partner from and against any claim by a third party alleging that the Freshworks Technology infringes a patent, or trademark and will indemnify and hold harmless Partner from and against any damages and costs awarded against Partner or agreed in settlement by Freshworks (including reasonable attorneys' fees) resulting from such third-party claim. The foregoing indemnification obligation of Freshworks will not apply to the extent the applicable claim is attributable to: (1) the modification of the Freshworks Technology by any party other than Freshworks; (2) the combination of the Freshworks Technology with products, data, or processes licensed or procured from a party other than Freshworks; (3) any unauthorized use of the Freshworks Technology; or (4) any action arising as a result of Partner's use of the Partner Technology, Customizations, or any deliverables or components not provided by Freshworks. THIS SECTION SETS FORTH FRESHWORKS' SOLE LIABILITY AND PARTNER'S SOLE AND EXCLUSIVE REMEDY WITH RESPECT TO ANY INDEMNIFIABLE THIRD-PARTY CLAIM.

10.2. Indemnification by Partner. Partner will defend Freshworks from and against any claim by a third party (a) alleging that the Partner Technology, when used as authorized under this Agreement, infringes a patent, or trademark, (b) resulting from Partner's breach of its contractual or legal obligations owed to the Customer, or, if the parties have executed a Distributor Supplement, contractual or legal obligations between Partner and the Authorized Reseller, (c) resulting from Partner's breach of the use restrictions of this Agreement pertaining to the Freshworks Technology, Customer Data or Customer Account, and will indemnify and hold harmless Freshworks from and against any damages and costs awarded against Freshworks or agreed in settlement by Partner (including reasonable attorneys' fees) resulting from such claim. THIS SECTION SETS FORTH PARTNER'S SOLE LIABILITY AND FRESHWORKS' SOLE AND EXCLUSIVE REMEDY WITH RESPECT TO ANY INDEMNIFIABLE THIRD-PARTY CLAIM.

10.3. Procedures. In the event of a potential indemnity obligation under this Section 10, the indemnified party will: (a) promptly notify the indemnifying party in writing of the claim, (b) 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 (c) 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 9 shall not relieve the indemnifying party of its obligations under this Section 9, however the indemnifying party shall 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 in any matter that would require obligation on the part of the indemnified party (other than payment or ceasing to use infringing materials), or 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.

11. Term; Termination.

11.1. Term. This Agreement is effective as of the Effective Date and will have an initial term of twelve (12) months, unless earlier terminated in accordance with this Section (“**Term**”). The Term of this Agreement will automatically renew for additional twelve (12) months terms unless either party gives the other prior written notice of non-renewal at least thirty (30) days prior to the expiration of the then-current term.

11.2. Termination. Either party may terminate this Agreement for any reason or no reason upon sixty (60) days' written notice to the other party, or invoke immediate termination in writing, by stating cause, arising out of breach of any term by the other party that is not cured within thirty (30) days from the date of written intimation of such breach to the other party. Notwithstanding the foregoing, Freshworks reserves the right to invoke immediate termination by serving a written notice to the Partner, with or without assigning reasons

11.3. Effect of Termination; General. Upon termination of this Agreement, (a) Partner agrees to cease all resale activities and all further use of the Freshworks Technology, (b) the parties shall return or confirm destruction of the other party's Confidential Information provided pursuant to this Agreement (c) Freshworks will suspend payment of commissions, and Freshworks shall gain the right to migrate the Customers of the Partner using Freshworks Services as Freshworks deems fit, from the date of termination notification to the Partner, for effective continuity of managing and servicing these Customer(s).

11.4. Effect of Expiration or Termination on SOFs and Accounts. Except as noted in Section 11.5 below, upon expiration or termination of this Agreement, all SOFs (and all Accounts ordered thereunder) will terminate at the end of the applicable Subscription Term and may not be renewed or extended by Partner. Partner must provide notice of non-renewal of the subscription via Partner to each Customer and will not include disparaging or tarnishing statements concerning Freshworks therein.

11.5. Early Termination of Account. Freshworks may terminate a SOF prior to the expiration or termination of this Agreement or the applicable Subscription Term (and associated Accounts ordered thereunder): (1) if the Partner fails to cure any material breach of this Agreement (including a failure to pay undisputed Fees) within thirty (30) days after written notice; or (2) in accordance with the termination provisions of the MSA. Except where an exclusive remedy is specified, the exercise of either party of any remedy under this Agreement, including termination, will be without prejudice to any other remedies it may have under this Agreement, by law or otherwise. Partner will be responsible for effecting the termination of any Customer's Account where applicable.

11.6. Suspension of Freshworks Services. In addition to any of its other rights or remedies (including, without limitation, any termination rights) in this Agreement, Freshworks reserves the right to suspend provision of any services provided or ordered under a SOF; (a) if Partner is thirty (30) days or more overdue on a payment related to that SOF, without raising a dispute within the timeframe mentioned in this Agreement and or, (b) as allowed under the MSA, or (c) as required by law or at the request of governmental entities.

11.7. Survival. Sections 6 (Ownership), 7 (Confidential Information), 8 (Warranty Disclaimer), 9 (Limitation of Liability), 10 (Indemnification), 12 (General) and 13 (Definitions), will survive termination of this Agreement for any reason.

11.8. No Liability for Lost Profits. Neither party to this Agreement shall be liable to the other by reason of termination of this Agreement at law or equity for compensation, reimbursement or damages on account of any loss of prospective profits on anticipated sales or on account of expenditures, investments, leases or other commitments relating to the business or goodwill of either party, notwithstanding any law to the contrary. No termination of this Agreement shall release either party from its obligation to pay the other party any amounts which accrued prior to such termination, or which shall accrue after such termination.

12. General

12.1. Assignment. This Agreement will bind and inure to the benefit of each party's permitted assigns. Each party may on written notice to the other party assign this Agreement in connection with a merger, reorganization, acquisition, or other transfer of all or substantially all of such party's assets or voting securities or to an affiliate. Any attempt to transfer or assign this Agreement except as expressly authorized under this Section will be null and void.

12.2. Severability; Interpretation. If a court of competent jurisdiction holds any provision of this Agreement to be unenforceable or invalid, that provision will be limited to the minimum extent necessary so that this Agreement will otherwise remain in effect. Section headings are inserted for convenience only and shall not affect the construction of the agreement. Each and every provision of this Agreement shall be construed as though both parties participated equally in the drafting of same, and any rule of construction that a document shall be construed against the drafting party, including without limitation, the doctrine commonly known as contra proferentem, shall not be applicable to this Agreement.

12.3. Dispute Resolution; Governing Law; Jurisdiction and Venue. Each party agrees that before it seeks any form of legal relief (except for a provisional remedy as explicitly noted below) it shall provide written notice to the other party of the specific issue(s) in dispute (and reference the relevant provisions of the contract between the parties which are allegedly being breached). Within thirty (30) days after such notice, knowledgeable executives of the parties shall hold at least one meeting (in person or by video- or tele-conference) for the purpose of attempting in good faith, to resolve the dispute. If the parties fail to resolve the dispute amicably, either party may initiate arbitration proceedings 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 in any court having jurisdiction. The parties agree to maintain the confidential nature of all disputes and disagreements between them, including, but not limited to, informal negotiations, mediation or arbitration, except as may be necessary to prepare for or conduct these dispute resolution procedures or unless otherwise required by law or judicial decision. The dispute resolution procedures in this Section shall not apply to claims prior to a party seeking a provisional remedy related to claims of misappropriation or ownership of intellectual property, trade secrets or Confidential Information. This Agreement will be governed by the laws of the State of California and the United States without regard to conflicts of law's provisions thereof, and without regard to the United Nations Convention on the International Sale of Goods, unless the issue relates to federal procurement regulations or statutes and in such case federal procurement law as interpreted by the United States Boards of Contract Appeals and the United States Court of Federal Claims shall apply. The jurisdiction and venue for actions related to the subject matter hereof will be the state and federal courts located in San Francisco, California and both parties hereby submit to the personal jurisdiction of such courts.

12.4. Notice. Any notice or communication required or permitted under this Agreement will be in writing to the parties at the addresses provided in this Agreement or at such other address as may be given in writing by either party to the other in accordance with

this Section and will be deemed to have been received by the addressee: (i) if given by hand, immediately upon receipt; (ii) if given by overnight courier service, the first business day following dispatch; (iii) if given by registered or certified mail, postage prepaid and return receipt requested, the second business day after such notice is deposited in the mail; or (iv) if given by email, immediately upon receipt, but notices related to termination of this Agreement or any claims (including without limitation breach of warranty) may not be given via email except as expressly permitted in this Agreement. Email notifications to Freshworks shall be to legal@freshworks.com.

12.5. Migration. The Partner acknowledges that Freshworks may have to migrate some of its existing customers ("Migrated Customers") to Partner. For handling the same, Freshworks may pay a commission as mentioned in the Freshworks' Partner Program Guide.

12.6. Waivers. No waiver will be implied from conduct or failure to enforce or exercise rights under this Agreement, nor will any waiver be effective unless in a writing signed by a duly authorized representative on behalf of the party claimed to have waived.

12.7. Entire Agreement. This Agreement (including the applicable Freshworks' Partner Program Guide, policies, terms of use or other legal terms posted on any Freshworks websites accessed by Partner in connection with its resale activities) is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written, executed or oral agreements and communications relating to the subject matter of this Agreement.

12.8. Third Party Beneficiaries. There are no third-party beneficiaries under this Agreement.

12.9. 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 acts of God, labor disputes or other industrial disturbances, systemic electrical, telecommunications, or other utility failures, earthquake, storms or other elements of nature, blockages, embargoes, riots, acts or orders of government, acts of terrorism, or war.

12.10. Relationship of Parties. Partner and Freshworks perform this Agreement as independent contractors. Each party is solely responsible for supervising, managing, contracting, directing, procuring, performing or causing to be performed its obligations under this Agreement, unless otherwise agreed upon in writing by the parties. Nothing in this Agreement shall be construed to create the relationship of principal and agent between Partner and Freshworks. Neither party shall act or attempt to act or represent itself, directly or by implications, as an agent of the other or in any manner assume or create or attempt to assume or create any obligation on behalf of, or in the name of, the other party.

12.11. Counterparts. This Agreement may be executed electronically and in counterparts, each of which will be deemed an original and all of which together will be considered one and the same agreement.

13. Definitions.

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

"Brand Elements" means any trademarks, service marks, names, logos, images, collateral or similar materials provided by the licensing party for use under this Agreement, but do not include either party's products or services themselves.

"Customer Data" means any data or data files of any type that are uploaded by or on behalf of Customer to the Freshworks Service for storage in a data repository.

"Customer" means an entity that has entered into an agreement with either Partner or, if the parties have executed a Distributor Supplement, an Authorized Reseller, to procure the Freshworks Services pursuant to this Agreement and the MSA.

"Distributor Supplement" means a mutually executed supplement attached to this Agreement that states the further terms and conditions authorizing distribution by partner through authorized third parties.

"Confidential Information" means information identified at the time of disclosure as confidential or which should be reasonably known by the receiving party to be confidential.

"Customer Order" means a signed agreement and associated ordering documentation between Partner and each Customer that contains pricing, payment and other terms that comply with the requirements of this Agreement and specifically includes each Customer's acceptance of, and agreement to be bound by the MSA. The Customer Order must contain or incorporate by reference in a legally binding manner the terms, conditions and restrictions of the MSA. A separate Customer Order is required for each Customer transaction, including initial sales or renewals.

"Feedback" means any suggestions, enhancement requests, recommendations, corrections, or other feedback provided by Partner relating to the Freshworks Technology.

"Fees" means the fees payable either by the Partner or Customer, for Customer's subscription to the relevant Freshworks Service(s) for the applicable Subscription Term.

"Freshworks Services" means the Freshworks owned software-based service offerings identified on a SOF and any updates, including any Freshworks owned software, API or documentation made available by Freshworks with such offering, but excludes any implementation services, non-recurring revenue like day passes and customization associated with such offering or applications, or APIs provided by third parties.

"Freshworks Technology" means the Freshworks Services, the Freshworks Account, the Non-Production Account, the Freshworks API, the Freshworks' Partner Program Guide, the Training Materials, the Positioning Materials, the Brand Elements, Freshworks' Confidential Information, Freshworks' URLs and websites provided as part of this Agreement, and any and all related and underlying

technology and documentation; and any derivative works, modifications, or improvements of any of the foregoing, including any Feedback.

“**List Price**” means the subscription charges associated with a particular Freshworks Service as set forth on Freshworks’ website.

“**MSA**” means (a) Freshworks’ then-current terms of service located at: <https://www.freshworks.com/terms/> (or such successor URL as may be designated by Freshworks) or (b) or such other services or subscription agreement executed by Customer and Freshworks for the use of the Freshworks Services.

“**Partner Technology**” means Partner’s independently developed products, services, methodologies, templates, documentation, tools, marks, logos, software, hardware, applications, websites, brands, and other intellectual property of Partner’s or its licensors’ which Partner may use in order to perform its obligations under this Agreement, and any and all related and underlying technology and documentation; and any derivative works, modifications, or improvements of any of the foregoing.

“**Freshworks’ Partner Program Guide**” means the document located in the Freshworks’ partner portal or otherwise hosted by Freshworks on its portal and/or platform managed by Freshworks as may be communicated to Partner from time to time. The Freshworks Partner Program Guide forms an integral part of this Agreement and governs the various engagement aspects of this Agreement with the Partner (including without limitation: commission entitlement, certification, incentives, training, scope and obligations)

“**SOF**” means a Freshworks service order form signed by Partner and Freshworks where the Partner pays Fees for the specific Freshworks Services that Partner is purchasing from Freshworks for resale/distribution as permitted hereunder.

“**Subscription Term**” means the 12-month subscription term (or such other period as Freshworks and Partner may agree, if longer) for the Freshworks Services designated on a SOF.

“**Taxes**” means taxes, levies, duties or similar governmental assessments of any nature, including, for example, any sales, use, GST, value-added, withholding, or similar taxes, whether domestic or foreign, or assessed by any jurisdiction, but excluding any taxes based on net income, property or employees of Freshworks.

“**Territory**” means the countries in which the Partner is reselling/distributing the Freshworks Service, excluding any country that is subject to a U.S. government embargo or that has been designated by the U.S. government as a “terrorist supporting” country.

“**Training Materials**” means Freshworks’ then-current sales, marketing, and technical enablement materials provided to Partner.

“**VAT/GST Registration Number**” means the value added tax/GST registration number of the business location(s) where Partner is legally registered, and the ordered services are procured for resale to a Customer.

