

Effective Date : February 9, 2023

## FRESHWORKS STARTUP PROGRAM TERMS

Freshworks Inc. (“We”/ “Freshworks”/ “Our”) offers this Freshworks for Startup Program (the “FSP”) as an initiative to drive startups to try our products at an early stage in their journey, and subsequently become long-term customers, as a means to augment our existing inflow of startup patronage. The following Freshworks Startup Program Terms (the “FSP TERMS”) govern the use of FSP. Please read the FSP TERMS carefully as they form a contract between You and Us. Unless otherwise specified, capitalized FSP TERMS not defined hereunder shall have the same meaning as provided for under Our Online Terms of Service available at [“https://www.freshworks.com/terms/”](https://www.freshworks.com/terms/) (the “Terms of Service”). Existing customer leads who are in the process of evaluation by Freshworks prior to the Effective Date shall have the option to choose either (a) Credit Model; or (b) Discount Model and such customers shall select an option within February 28, 2023 (“Cut Off Date”). However from the Effective Date, only Discount Model shall apply for new customer registrations under the FSP. Annexure A shall apply to existing customers under the Credit Model or to the new customer prospects expressly opting ‘Credit Model’ prior to the Cut off Date. Annexure B shall apply for those customer prospects applying for ‘Discount Model’ or any registrations post the Effective Date. It is clarified that the benefits are mutually exclusive and You shall not be allowed to migrate from one model to the other, unless Freshworks notifies an option for switchover.

By participating in this FSP, We provide you with program benefits as described further in the respective annexures. You agree to be bound by these FSP Terms. If You are entering into these FSP Terms on behalf of a company, organization or another legal entity (an “Entity”), You are agreeing to these FSP Terms for that Entity and representing to Us that You have the authority to bind such Entity and its Affiliates to these FSP Terms, in which case the terms “You”, “Your” or related capitalized terms used herein shall refer to such Entity and its Affiliates. If You do not have such authority, or if You do not agree with these FSP Terms, You must not accept these FSP Terms and may not avail, access or use the program benefits hereunder. These FSP Terms shall be read along with the Terms of Service and You further acknowledge that to the extent there is a conflict between the Terms of Service and the FSP Terms, the latter shall prevail.

From time to time, We may revise and update these FSP Terms at our sole discretion and will use reasonable efforts to notify You the changes. However, it shall be Your responsibility to look for updates. Unless We specify otherwise, such changes become effective upon the Effective date of the then current FSP Terms, and the updated Terms will apply to all customers under FSP

## **1. REGISTRATION**

You may express your interest in joining the FSP by registering from the signup page located here : <https://www.freshworks.com/company/partners/startup-program/>, or by participating in any of the events organized under FSP or by sending an email to [startup@freshworks.com](mailto:startup@freshworks.com). You may be required to register for an account in order to avail the FSP. You hereby represent and warrant that you are of the legal age of majority in the jurisdiction in which you reside and that all information you provide is correct, current, and complete. Any usage of the personal data provided by You during signup will be governed by Freshworks Privacy Notice (<https://www.freshworks.com/privacy/>). Freshworks reserves the right to accept or reject the registration. Any decision made by Freshworks will be final and will be communicated to You within seven (7) working days from the date of Your signup. Any false / misleading information provided by You to Freshworks, at the time of signup / registration or anytime during the applicability of FSP, will lead to immediate cancellation of the relevant FSP benefits and standard product charges will be applied with retrospective effect, applicable from the time the breach occurred.

## **2.CHARGES**

You acknowledge that We reserve the right to immediately begin charging or charge at the applicable standard rates from Your credit card in the event (a) You exhaust the available credits allocated to You per the specific tier plan, (b) You intimate Us that You wish to move to a paid subscription to the Product(s), (c) Your discount offering has expired, (d) the agent threshold is breached for the Discount Model, and (e) You provide false and misleading information during the registration process. In the foregoing instances You acknowledge that billing, plan modifications and payments shall be done in accordance with the Terms of Service.

## **3. FEEDBACK**

You shall convey to Us a royalty-free, worldwide, transferable, sub-licensable, irrevocable and perpetual license to incorporate into the Product(s) or otherwise use any suggestions, enhancement requests, recommendations or other feedback We receive from You relating to the usefulness of this FSP.

## **4. TERMINATION**

Either party may terminate these FSP Terms by providing a fifteen (15) day notice in writing to the other party. Your benefits under the FSP shall cease on termination exercised in accordance with this section. Notwithstanding the foregoing, such termination shall not limit or restrict Our right under Section 4 (*Feedback*).

## **5. NO LIABILITY**

WITH RESPECT TO THIS FSP; IN NO EVENT WILL WE BE LIABLE FOR ANY DAMAGES WHATSOEVER ARISING IN CONNECTION WITH ANY OBLIGATIONS

UNDER THE FSP TERMS, EVEN IF WE HAVE BEEN ADVISED OF SUCH POSSIBILITY.

## **6. INDEMNIFICATION**

You will indemnify and hold Us harmless against any claim brought by You or any third parties against Us, and Our respective employees, officers, directors and agents arising from or related to Your breach of these FSP TERMS or matters which You have expressly agreed to be responsible for pursuant to these FSP TERMS.

## **7. ASSIGNMENT; ENTIRE AGREEMENT; REVISIONS**

7.1 You shall not, directly or indirectly, assign all or any Your benefits under the FSP or delegate performance of Your duties under these FSP Terms without Our prior written consent. We may, without Your consent, assign Our agreement with You under these FSP Terms to any member of the Group Companies or in connection with any merger or change of Our control or the sale of all or substantially all of Our assets provided that any such successor agrees to fulfill its obligations pursuant to these FSP Terms. Subject to the foregoing restrictions, these FSP Terms will be fully binding upon, inure to the benefit of and be enforceable by the parties and their respective successors and assigns.

7.2 Please read these FSP Terms of use carefully before You make use of the program benefits. We may amend these FSP Terms from time to time, in which case the new FSP Terms will supersede prior versions. Please check these FSP Terms from time to time and take notice of any changes We made, as they will be binding on You.

## **8. SEVERABILITY; NO WAIVER**

If any provision in these FSP Terms is held by a court of competent jurisdiction to be unenforceable, such provision shall be interpreted so as to best accomplish the original provision to the fullest extent permitted by applicable law or as directed by the court, and the remaining provisions of these FSP Terms shall remain in effect. Our non-exercise of any right under or provision of these FSP Terms does not constitute a waiver of that right or provision of the FSP Terms.

## **9. RELATIONSHIP OF THE PARTIES**

The parties are independent contractors. These FSP Terms do not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship among the parties.

## **10. SURVIVAL**

Section 1 (Registration) , 2 (*charges*), 3 (*Feedback*), 4 (*Termination*), 5 (*No Liability*), 6 (*Indemnification*), 10 (*Survival*), 11 (*Notices; Consent to electronic communication*) and 12 (*Governing Law and Dispute Resolution*) shall survive any termination of Our agreement with respect to use of the Service(s) by You. Termination of such

agreement shall not limit Your or Our liability for obligations accrued as of or prior to such termination or for any breach of these FSP Terms.

## **11. NOTICES; CONSENT TO ELECTRONIC COMMUNICATIONS**

12.1 All notices to be provided by Us to You under these FSP Terms may be delivered in writing (i) by nationally recognized overnight delivery service (“Courier”) or US mail to the contact mailing address provided by You while subscribing to the Service(s); or (ii) electronic mail to the e-mail address provided for Your Account.

12.2 Our address for a notice to Us in writing by Courier or US Mail is: Freshworks Inc., 2950 S. Delaware Street, Suite 201, San Mateo, CA 94403 with a CC to [legal@freshworks.com](mailto:legal@freshworks.com) by electronic mail. All notices shall be deemed to have been given immediately upon delivery by electronic mail, or if otherwise delivered upon receipt or, if earlier, two (2) business days after being deposited in the mail or with a Courier as permitted above.

## **12. GOVERNING LAW AND DISPUTE RESOLUTION**

12.1 These FSP Terms shall be governed by the laws of the State of California without regard to conflict of laws principles. You hereby expressly agree to submit to the exclusive personal jurisdiction of the federal and state courts of the State of California, San Francisco County, for the purpose of resolving any dispute relating to the FSP Terms or Your access to or use of the Service(s).

12.2 Any dispute, claim or controversy arising out of or relating to these FSP Terms or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of these FSP Terms to arbitrate, shall be determined by arbitration in San Francisco, California before three arbitrators. The arbitration shall be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures and in accordance with the Expedited Procedures in those Rules. Judgment on the Award may be entered in any court having jurisdiction. ANY ARBITRATION UNDER THESE FSP TERMS SHALL TAKE PLACE ON AN INDIVIDUAL BASIS. CLASS ACTION AND CLASS ARBITRATIONS ARE NOT PERMITTED. YOU UNDERSTAND THAT BY AGREEING TO THESE FSP TERMS, YOU WAIVE YOUR RIGHT TO PARTICIPATE IN CLASS ACTIONS. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction.

## **Annexure - A**

### **Program Benefits - Credit Model**

The benefits You receive under this model shall be in the form of credits made available solely on the Service Plan, namely on the Pro or Enterprise plan of the products You are subscribing to. You shall be responsible for use of the FSP credits through Your Account by any third parties and/or any other party authorized by You.

#### **PROGRAM TERMS**

##### Use Restrictions:

- You shall not be entitled to transfer credits between Product(s).
- If You are a paid customer on a subscription plan with existing Account(s) You acknowledge that You shall not be entitled to avail the benefits under the FSP.
- You cannot migrate to Discount model

##### Use of Product(s) under the FSP:

You acknowledge that in order to avail credits under the FSP You may be required to submit Your proof of acceptance to [startup@freshworks.com](mailto:startup@freshworks.com)

- You may utilise the credits issued to You per the respective tier plan at any time from Account activation, including during the trial period provided that such credits must be consumed/exhausted within 1 (one) year from such Account activation
- It is Your responsibility to check which tier plan You are on and the remaining credits which are left available to You for use at any given point of time
- You may further contact [startup@freshworks.com](mailto:startup@freshworks.com) for any other queries related to the FSP

## **Annexure - B**

### **Program Benefits - Discount Model**

The benefits You receive under this model shall be in the form of discount only on the Pro plan of the products You are subscribing to. You shall be responsible for use of the FSP discounts through Your Account by any third parties and/or any other party authorized by You.

#### **PROGRAM TERMS**

##### Use Restrictions:

- If You are a paid customer on a subscription plan with existing Account(s) You acknowledge that You shall not be entitled to avail the benefits under the FSP.
- You must clearly opt for the 'Discount model and cannot be migrated to the Credit model.
- You shall not have more than thirty (30) agents per product of Freshworks. If the threshold is increased, then Your entire program benefit under this Annexure shall cease to apply and Freshworks shall have the right to process charges under section 2 of this FSP Terms. .

##### Eligibility Criteria

- Only new customer / prospects registering post the Effective Date can avail Discount model.
- The discount will be applied only on the PRO plan.
- You must be referred by one of our partners
- Your startup investment (funding) shall meet our criteria, as more specifically called out in the Service Order Form

##### Use of Product(s) under the FSP:

- Avail of discount under FSP at the percentages agreed in the Service Order Form.
- You may be eligible for the discount offer as per the criteria determined by Freshworks
- You may utilize the discount offered to You, and such discounts must be claimed across all products of Freshworks that You may want to try, within one (1) year from the initial date of signup. For abundant clarity, if the subsequent product is subscribed within the first year, then the discount applied for the second year will be fifty (50%) percent. But any new subscriptions in the subsequent years will not be eligible for the startup discount and will be charged at standard rates.
- It shall be Your responsibility to check Your tier plan and applicable discount as per FSP.

- Any cancellations/downgrades will be accepted only every 12th month (12, 24, or 36) and it shall be Your responsibility to inform fifteen (15) days prior to the subscription renewal date.
- You may further contact [startup@freshworks.com](mailto:startup@freshworks.com) for any other queries related to the FSP

For earlier terms [click here](#): This is deprecated from 9th Feb 2023