

# SERVICE ORDER FORM



1019 Market Street  
San Francisco, CA 94103

## SUBSCRIBER INFORMATION

<b>Sold To:</b>		<b>Bill To:</b>	
<b>Subscriber Legal Name:</b>	William S. Hart Union High School District	<b>Accounts Payable Contact:</b>	Jon Carrino
<b>Address:</b>	21380 Centre Pointe Pkwy Santa Clarita, California 91350 United States harddistrict	<b>Address:</b>	21380 Centre Pointe Pkwy Santa Clarita, California 91350 United States jcarrino@harddistrict.org
<b>Subdomain:</b>	harddistrict	<b>Email:</b>	jcarrino@harddistrict.org
<b>Support ID:</b>	979064	<b>Phone:</b>	(661) 259-0033 x293

## SUBSCRIPTION DETAILS

<b>Currency:</b>	USD	<b>Payment Frequency:</b>	Annually	<b>Service Start Date:</b>	Mar 31, 2018
		<b>Payment Terms:</b>	Due Upon Receipt	<b>Service End Date:</b>	Mar 30, 2020
		<b>Payment Method:</b>	Check		

## ORDER DETAILS

Product	Start Date	End Date	# of Months	List Price	Effective Price	Qty	Line Item Total
Support Professional Subscription (Per Agent)	Mar 31, 2018	Mar 30, 2020	24	59.00	41.30	60	59,472.00
Grand Total:							59,472.00

**\*First Invoice Total Due: 29,736.00**

The First Invoice Total calculation is determined by the Payment Frequency displayed above and may differ from the Grand Total in cases where this Payment Frequency is a shorter term than the Contract Term (determined by the Service Start Date and the Service End Date).

## SPECIAL TERMS AND NOTES

Notwithstanding anything to the contrary in the Agreement, Subscriber's Subscription Term shall not renew automatically.

Subscriber consents to the identification of Subscriber as a customer of Zendesk on Zendesk Group's websites, and in other marketing materials distributed by the Zendesk Group (which may include emails and other web and print materials) (collectively, "Zendesk Marketing Materials"). In connection with such activity, Zendesk may also display Subscriber's trademarks, service marks, and/or logos in Zendesk Marketing Materials. The foregoing shall be deemed a worldwide, nonexclusive and (except as set forth below) irrevocable license to the use of Subscriber's name, trademarks, service marks, and logos for this purpose. The Parties agree that such license and consent shall terminate upon termination of Subscriber's subscription to all Services.

Subject to prior approval of Subscriber, Subscriber also agrees to be referenced in press releases, case studies prepared by Zendesk, Zendesk's announcement of its financial results, Zendesk's filings with the U.S. Securities and Exchange Commission related thereto, and Zendesk investor relations materials (collectively "Zendesk Press Materials"). In connection with such activity, Zendesk may also use and display Subscriber's trademarks, service marks, and/or logos in Zendesk Press Materials. The foregoing shall be deemed a worldwide, nonexclusive and (except as set forth below) irrevocable license to the use of Subscriber's name, trademarks, service marks, and logos for this purpose. The Parties agree that such license and consent shall terminate upon termination of Subscriber's subscription to all Services.

## TERMS AND CONDITIONS

The products and services provided by Zendesk under this Service Order Form ("Order Form") are governed by and subject to the Master Subscription Agreement found at: <https://www.zendesk.com/company/customers-partners/#master-subscription-agreement> unless there is a separately negotiated agreement between you and Zendesk along with the Privacy Policy found at: <https://www.zendesk.com/company/customers-partners/#privacy-policy> (collectively, the "Agreement").

The Agreement exclusively governs the relationship and agreement between Zendesk and Subscriber related to the Services (as defined in the Agreement) and Consulting Services (as defined in the Agreement); and, supersedes any other agreement/purported terms of any type, including, without limitation, the terms of any purchase order or other ordering document that may be referenced herein or otherwise issued by Subscriber. No purported modification of the Agreement by Subscriber or any terms or conditions of any purchase order or other similar document shall have any force or effect regardless of any statement to the contrary in such modification, purchase order or other document. This Order Form shall be subject to, and Subscriber hereby unconditionally accepts, the Agreement, except to the extent the Agreement is expressly modified herein. Upon Subscriber executing this Order Form, the Agreement shall become legally binding between the parties.

The Subscription Term for any Agents added by Subscriber after the beginning of the then-current Subscription Term ("Additional Agents") shall be coterminous with the then-current Subscription Term for the existing Agents. Subscription Charges for Additional Agents shall be at the Subscriber's Subscription Charges under the then-current Subscription Term, unless otherwise expressly agreed by the parties in writing. Any discount provided to Subscriber is applicable only to the initial Subscription Term detailed in this Service Order, unless otherwise expressly agreed by the parties in writing, and will not be applied to any subsequent Subscription Term.

Payments made by credit card or debit card are billed and processed by Zendesk, Inc. if denominated in U.S. dollars and by Zendesk International Ltd (Registration No. 519184) if denominated in a currency other than the U.S. dollar. To the extent that any such entity billing or processing this transaction (the "Zendesk Payment Agent") is not Zendesk, Inc., the Billing Entity is acting solely as a billing and processing agent for and on behalf of Zendesk, Inc. for the economic benefit of Zendesk, Inc. in its role as principal and the Zendesk Payment Agent has no interest in the payments. You are contracting with and the Services and Consulting Services are provided and delivered by Zendesk, Inc.

## PURCHASE ORDER OPTIONS

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My organization requests you reference a Purchase Order (PO# )

Subscriber acknowledges and agrees that any reference to a purchase order in this Form or any associated invoice is solely for Subscriber's convenience in record keeping, and no such reference or any delivery of Services to Subscriber following receipt of any purchase order shall be deemed an acknowledgement of or agreement to any terms or conditions associated with any such purchase order or in any way be deemed to modify, alter, supersede or supplement the Agreement. The terms and conditions of the Agreement are the exclusive agreement of the parties with respect to the subject matter hereof and no other terms or conditions shall be binding upon Zendesk or otherwise have any force or effect.

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## SIGNATURES

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By signing this Form the Subscriber authorizes that it has read it and agrees to its terms.

Subscriber Signature:

Title:

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Print Name:

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Date: