

RESOLUTION

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FLORENCE, ALABAMA, that the attached Service Order Form Agreement between the City of Florence and Zendesk, Inc., to provide online live chat feature for Florence Utilities customers for the City of Florence Customer Service and Collections Department, Florence Alabama, in the agreement amount totaling \$7,648.00 for a covered period of three years, with an option to add any additional chat agents for \$109.25 per month is hereby approved, ratified and confirmed.

BE IT FURTHER RESOLVED BY THE CITY COUNCIL OF THE CITY OF FLORENCE, ALABAMA, that the Mayor and City Clerk are hereby authorized, respectively, to execute and attest such Agreement on behalf of the City of Florence.

ADOPTED this the _____ day of _____, 2024.

CITY COUNCIL

APPROVED this the _____ day of _____, 2024.

MAYOR

ADOPTED & APPROVED this the _____ day of _____, 2024.

CITY CLERK - TREASURER

SERVICE ORDER FORM



zendesk

181 Fremont St 17th Floor San Francisco, CA 94105

SUBSCRIBER INFORMATION

Sold To:

Subscriber Legal Name: City Of Florence, Alabama
Address: 110 W College St
Florence
Alabama
35630-5517
United States

Bill To:

Accounts Payable Contact: Sandle Preadom
Address: 110 W College St
Florence
Alabama
35630-5517
United States

Email:

spreedom@florenceal.org

Phone:

(256)-740-6000

SUBSCRIPTION DETAILS

Currency: USD

Payment Frequency: Annual
Payment Terms: Net 30
Payment Method: Check

Service Start Date: Nov 5, 2024
Service End Date: Nov 4, 2027

ORDER DETAILS

Zendesk ID: 21407984, Subdomain: cityofflorenceal, Nov 5, 2024 to Nov 4, 2027

| Product Name | # of Months | List Price | Effective Price | Qty | Line Item Total |
|--|-------------|------------|-----------------|------|-----------------|
| Talk Telephony Credits (Credits) | 1 | 0.01 | 0.01 | 1000 | 10.00 |
| Zendesk Suite - Nonrecurring Discount (First Invoice Only) (n/a) | 1 | -1.00 | -218.00 | 1 | -218.00 |
| Zendesk Suite - Professional (Per Agent) | 36 | 115.00 | 109.25 | 2 | 7,866.00 |
| Talk - Nonrecurring Discount (First Invoice Only) (n/a) | 1 | -1.00 | -10.00 | 1 | -10.00 |
| Subtotal: | | | | | 7,648.00 |

Grand Total: 7,648.00

*** First Invoice Total Due:** 2,404.00

*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 Subscription Term (determined by the Service Start Date and the Service End Date).

SPECIAL TERMS AND NOTES

Service Order Number: Q-423172
Creation Date: Oct-28-2024 09:46:19
SO - Standard - v5.8

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.

Subscriber's Service Plan includes optional functionality to automate resolutions as described here: <https://support.zendesk.com/hc/en-us/articles/5352026794010-About-automated-resolutions-for-AI-agents>. To avoid incurring pay-as-you-go fees for use of automated resolutions in excess of your plan allowance, you may either purchase additional automated resolutions or cap your usage in-product.

TERMS AND CONDITIONS

The products and services provided by Zendesk under this Service Order Form ('Order Form') are governed by and subject to the Main Services Agreement found at: <https://www.zendesk.com/company/agreements-and-terms/main-services-agreement> unless there is a separately negotiated agreement between you and Zendesk along with the Privacy Notice found at: <https://www.zendesk.com/company/agreements-and-terms/privacy-notice> (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

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

Subscriber acknowledges and agrees that any reference to a purchase order in this Order 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.

SIGNATURES

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

Subscriber Signature:

Title:

Print Name:

Date:
