

SERVICE ORDER FORM



989 Market St
San Francisco, CA 94103

SUBSCRIBER INFORMATION

Sold To:
Subscriber Legal Name: American Indian Model Schools
Address: 171 12th St, Oakland, CA 94607
Alameda
California
94501
United States

Bill To:
Accounts Payable Contact: Alexander Lee
Address: 171 12th St, Oakland, CA 94607
Alameda
California
94501
United States
Email: alexander.lee@aimsk12.org
Phone: 5104140637

SUBSCRIPTION DETAILS

Currency: USD
Payment Frequency: Annual
Payment Terms: Net 30
Payment Method: Check
Service Start Date: Jul 10, 2024
Service End Date: Jul 9, 2025

ORDER DETAILS

Zendesk ID: 21256969, Subdomain: americanindianmodelschools, Jul 10, 2024 to Jul 9, 2025

Product Name	# of Months	List Price	Effective Price	Qty	Line Item Total
Support Team (Per Agent)	12	19.00	19.00	4	912.00
Subtotal:					912.00

Grand Total: 912.00

*** First Invoice Total Due:** 912.00

*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

Subscriber grants Zendesk the right to use Subscriber's name, logo, and a description of Subscriber's use case to refer to Subscriber on Zendesk's website, earnings releases and calls, or marketing or promotional materials, subject to any standard usage guidelines that Subscriber's marketing team expressly provides to Zendesk at logos@zendesk.com.

Subscriber's Service Plan includes optional functionality to automate End-User resolutions without human Agent involvement ("Automated Resolutions"). Subscriber may receive an allowance of Automated Resolutions as part of a Service Plan, and/or purchase Automated Resolutions on a standalone basis (collectively, "Automated Resolution Allowance"). If Subscriber elects to use Automated Resolutions, and exceeds the Automated Resolution Allowance in a given month, Subscriber will be subject to and agrees to pay for the additional Automated Resolution usage monthly in arrears ("Pay-as-you-go Fees").

Please see here for more information on determining your Automated Resolution Allowance, measuring and monitoring your use of Automated Resolutions, Pay-as-you-go Fees, and when your allotments expire: About automated resolutions for AI agents <https://support.zendesk.com/hc/en-us/articles/5352026794010-About-automated-resolutions-for-AI-agents>

The Subscription Charges provided in this Service Order shall increase in each subsequent Subscription Term by seven percent (7%) per annum, not to exceed Zendesk's then-current List Price.

Notwithstanding anything to the contrary in the agreement or this Service Order, any renewal in which Subscriber downgrades its Service Plan or decreases the number of Agents shall result in new Subscription Charges at renewal despite the prior Subscription Term(s) Subscription Charges. Any one-time discounts provided in this Service Order shall not apply to any subsequent Subscription Term(s).

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.