



# zendesk

## Description of Professional Services

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## **Zendesk Description of Professional Services**

All Professional Services described herein are provided under the Order Form referencing the purchased Professional Services described below. As used throughout this document, the following Service name references will also include the noted functionality available within Zendesk Suite Service Plans (as those terms are defined in the Service-Specific Terms found here:

<https://support.zendesk.com/hc/en-us/articles/360047508453-Supplemental-terms-Zendesk-s-service-specific-terms>:

- References to Zendesk Support will also refer to Ticketing System Functionality within Zendesk Suite
- References to Zendesk Guide will also refer to Help Center Functionality within Zendesk Suite
- References to Zendesk Gather will also refer to Community Forum Functionality within Zendesk Suite
- References to Zendesk Chat will also refer to Live Chat Functionality within Zendesk Suite
- References to Zendesk Explore will also refer to reporting and analytics functionality within Zendesk Suite
- References to Zendesk Talk will also refer to voice functionality within Zendesk Suite
- References to Zendesk Messaging will refer to messaging integration within Zendesk Suite

Zendesk has updated its previous terms of service to a new Zendesk Customer Agreement resulting in changes to certain defined terms. The following equivalencies apply: Main Services Agreement ("MSA") means Zendesk Customer Agreement ("ZCA"), Subscriber means Customer, Service Order means Order Form, Non-Zendesk Services means Third-Party Products, Subscription Charges or Professional Services Fees means Charges and Force Majeure Event refers to Force Majeure.

Any capitalized terms not defined in this Description of Professional Services will have the meanings given in the Agreement.

## Zendesk Launch Packages

### Zendesk Growth Launch Package

#### Overview

Zendesk will provide remote consulting to Customer as described in the activities below.

#### Eligibility

This package is only available to new customers of Zendesk, customers implementing a new instance, or customers implementing a new Zendesk product. Deviations from or additions to Zendesk Growth Launch package activities outlined in this Description of Professional Services are considered out of scope. Custom Zendesk implementations are possible through Zendesk Professional Services.

#### Project Schedule

Effective Date is defined as the Service Start Date on the applicable Order Form. All Professional Services must be Kicked Off within 4 weeks from the Effective Date and will not exceed a 4 week duration after Kick Off. Any Professional Services not completed within said 4 week duration after Kick Off will expire with no further credit or refund and will have no value thereafter.

#### Deliverables

Package activities include:

Training Guides: Zendesk will provide a written list of recommended On-Demand Administrator and Agent training courses for the Customer to take. Documents only available in English. As a prerequisite before the Weekly Consultation calls the Customer is to have completed all Administrator courses recommended by the Zendesk team.

Weekly Consultation: Zendesk will deliver weekly consultation calls over the course of the engagement. Call activities include:

- Review package activities, timelines, and engagement expectations
- Guide Customer through configuration best practices for primary use cases
- Address questions on product functionality, configuration best practices, and implementation tasks

Collaborative Configuration: Zendesk will deliver up to 4 hours of calls where Zendesk will work with Customer to review Customer-built configurations and provide support implementing recommendations. Calls can be scheduled in any combination or increment based on Consultant availability and Customer preference. Collaborative Configuration is a flexible approach requiring participation and ongoing engagement from Customer's Administrator(s). Collaborative Configuration hours can be used to jointly execute configuration, review Customer-owned configuration, review additional

recommendations, or some combination thereof based on Customer preference.

Go-Live Checklist: Zendesk will provide a written checklist of important tasks recommended for most implementations. Document only available in English.

## Engagement Assumptions

This package requires Customer's active participation and coordination for project success. The following requirements must be met. Delay by Customer with respect to the below items may cause delay or preclude Zendesk's ability to provide the services.

- Customer will provide at least one resource to be the primary Zendesk Administrator and be responsible for all activities during the engagement
- Customer is responsible for the configuration of the Zendesk instance during this project outside the designated Collaborative Configuration calls
- Customer will grant Zendesk Consultant temporary access to assume into Customer's Account during the engagement ([for more information, click here](#))
- As a prerequisite, before commencing the consultation calls, Customer must complete all Administrator courses recommended by the Zendesk team
- All activities as defined in this Description of Professional Services will be performed in Customer's production instance
- Package documentation available in English only
- The Professional Services are limited to a single Zendesk instance
- The Professional Services are limited to a single Go-Live within the Project Schedule
- The Professional Services are limited to a single brand within the Zendesk instance
- The Professional Services are limited to a single language within the Zendesk instance
- The Professional Services are limited to no more than 2 products within the Zendesk Suite (Support, Guide, Chat, Talk, Messaging, Gather or Explore)
- Customer will submit questions via the pre-call questionnaire in advance each Consultation call to inform the call agenda
- All Professional Services will be delivered remotely
- Professional Services do not cover topics on Sunshine, Sunshine Conversations, Sell, or the Developer Platform
- Time allocated for each activity is not transferable to any other activity
- Time for any activity may be used by Zendesk for schedule coordination, project planning, defining tasks, answering Customer emails, or other administrative tasks as needed
- All unused time for any activity will expire with no further credit or refund and will have no value thereafter
- Any services not expressly included in the above Description of Professional Services are considered out of scope
- All Professional Services will be delivered during business hours (9am-5pm) Monday-Friday, excluding national holidays, in the timezone from which Zendesk resources are assigned

- Customer resources will be available during business hours (9am-5pm) Monday-Friday in a timezone with a minimum of 5 hours overlap with the assigned Zendesk resources
- Talk with porting and WhatsApp are excluded from this package due to the time needed for activation and these would need to be part of a custom package.

## Service Delivery Completion

Upon completion of all Services and related milestones detailed above, where applicable, Zendesk will provide Customer with written notice ("Completion Notice"). Thereafter, Customer will have 5 business days from the date of the Completion Notice to provide Zendesk with written notice describing any Services that have not been provided or milestones not met. This Services Package will be deemed complete and the Services accepted or milestones met absent Customer's timely written notice of any Services not having been provided or milestones not having been met.

## Charges & Expenses

Any unpaid Charges or Expenses will become overdue 30 days after payment is due and will be subject to a late fee of 1.5% per month for each month where payment is not received.

Any no shows or cancellations on behalf of the Customer less than 5 business days before an agreed upon meeting or activity date are subject to forfeiture of the canceled activity, the associated Charges for the canceled activity, and the reserved date(s).

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## Zendesk Professional Launch Package

### Overview

Zendesk will provide remote consulting to Customer as described in the activities below.

### Eligibility

This package is only available to new customers of Zendesk, customers implementing a new instance, or customers implementing a new Zendesk product. Deviations from or additions to Zendesk Professional Launch package activities outlined in this Description of Professional Services are considered out of scope. Custom Zendesk implementations are possible through Zendesk Professional Services.

### Project Schedule

Effective Date is defined as the Service Start Date on the applicable Order Form. All Professional Services must be Kicked Off within 4 weeks from the Effective Date and will not exceed a 6 week duration after Kick Off. Any Professional Services not completed within said 6 week duration after Kick Off will expire with no further credit or refund and will have no value thereafter.

### Deliverables

# zendesk

Package activities include:

Training Guides: Zendesk will provide a written list of recommended On-Demand Administrator and Agent training courses for the Customer to take. Documents only available in English. Zendesk Administrator training courses are a prerequisite to Discovery and Design Sessions and must be completed by Customer before starting design.

Discovery and Design Sessions: Zendesk will work with Customer's team to review use cases and channels driving the implementation approach for Customer's team. Zendesk will also provide design recommendations based on best practices. Customer is responsible for providing current state documentation.

Collaborative Configuration: Zendesk will deliver up to 16 hours of Collaborative Configuration where Zendesk will work with Customer to review Customer-built configurations and provide support implementing recommendations. Collaborative Configuration can be scheduled in any combination or increment based on Consultant availability and Customer preference. Collaborative Configuration is a flexible approach requiring participation and ongoing engagement from Customer's Administrator(s). Collaborative Configuration hours can be used to jointly execute configuration, review Customer-owned configuration, review additional recommendations, or some combination thereof based on Customer preference. These calls are delivered in conjunction with or following the Discovery and Design Sessions.

The Professional Services are limited to no more than 2 products within the Zendesk Suite (Support, Guide, Chat, Messaging, Gather or Explore). Talk with porting and WhatsApp are excluded from this package due to the time needed for activation and these would need to be part of a custom package.

Technical Guidance: Zendesk will work with Customer to provide best practices and guidance around especially complex and technical topics. A Zendesk Technical Architect will work with Customer to accelerate Customer's use of Zendesk's extensibility and integration features.

Topics related to Zendesk Support, Guide, Chat, Messaging, Talk, or the Developer Platform may include:

- Integration guidance and planning
- Zendesk API guidance
- Zendesk App Framework guidance
- Single Sign-On (SSO) guidance
- Zendesk Guide best practices
- Salesforce integration guidance includes:
  - Out-of-the-box configuration guidance as detailed here:  
<https://www.zendesk.com/apps/salesforce>
- JIRA integration guidance includes:

- o Out-of-the-box configuration guidance as detailed here:  
<https://www.zendesk.com/apps/jira>

Go-Live Review: Zendesk will work with Customer to provide best practices and guidance for Go-Live\* preparation. Go-Live Review hours can also be used to conduct an internal assessment of Customer's Zendesk configuration or to support questions raised post Go-Live or some combination thereof based on Customer preference.

\*Go-Live is defined as Customer Agents responding to End User(s) tickets in a production environment.

Go-Live Checklist: Zendesk will provide a written checklist of important tasks recommended for most implementations. Document only available in English.

### Engagement Assumptions

This package requires Customer's active participation and coordination for project success. The following requirements must be met. Delay by Customer with respect to the below items may cause delay or preclude Zendesk's ability to provide the Professional Services.

- Customer will provide at least one resource to be the primary Zendesk Administrator and be responsible for all activities during the engagement
- Customer is responsible for the configuration of the Zendesk instance during this project
- Customer will grant Zendesk Consultant temporary access to assume into Customer's Account during the engagement ([for more information, click here](#))
- As a prerequisite, before the Discovery and Design Sessions, Customer must complete all Administrator courses recommended by the Zendesk team
- All activities as defined in this Description of Professional Services will be performed in Customer's production instance
- Package documentation available in English only
- The Professional Services are limited to a single Zendesk instance
- The Professional Services are limited to a single Go-Live within the Project Schedule
- The Professional Services are limited to a single brand within the Zendesk instance
- The Professional Services are limited to a single language within the Zendesk instance
- The Professional Services are limited to no more than 2 products within the Zendesk Suite (Support, Guide, Chat, Talk, Messaging, Gather or Explore)
- All Professional Services will be delivered remotely
- Professional Services do not cover topics on Sunshine, Sunshine Conversations, Sell, or the Developer Platform
- Customer may be required to provide Zendesk with documents, personnel resources, system and API access and/or approvals at key points in the project and will mutually agree with Zendesk on their timing. If Customer is unable to meet the agreed to timing, a Change Order or delay to Go-Live dates may occur

- Time allocated for each activity is not transferable to any other activity
- Time for any activity may be used by Zendesk for schedule coordination, project planning, defining tasks, answering Customer emails, or other administrative tasks as needed
- All unused time for any activity will expire with no further credit or refund and will have no value thereafter
- Any services not expressly included in the above Description of Professional Services are considered out of scope
- All Professional Services will be delivered during business hours (9am-5pm) Monday-Friday, excluding national holidays, in the timezone from which Zendesk resources are assigned
- Customer resources will be available during business hours (9am-5pm) Monday-Friday in a timezone with a minimum of 5 hours overlap with the assigned Zendesk resources

## Service Delivery Completion

Upon completion of all Services and related milestones detailed above, where applicable, Zendesk will provide Customer with written notice ("Completion Notice"). Thereafter, Customer will have 5 business days from the date of the Completion Notice to provide Zendesk with written notice describing any Services that have not been provided or milestones not met. This Services Package will be deemed complete and the Services accepted or milestones met absent Customer's timely written notice of any Services not having been provided or milestones not having been met.

## Charges & Expenses

Any unpaid Charges or Expenses will become overdue 30 days after payment is due and will be subject to a late fee of 1.5% per month for each month where payment is not received.

Any no shows or cancellations on behalf of the Customer less than 5 business days before an agreed upon meeting or activity date are subject to forfeiture of the canceled activity, the associated Charges for the canceled activity, and the reserved date(s).

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## Zendesk Enterprise Launch Package

### Overview

Zendesk will provide remote consulting to Customer as described in the activities below.

### Eligibility

This package is only available to new customers of Zendesk, customers implementing a new instance, or customers implementing a new Zendesk product. Deviations from or additions to the Zendesk Enterprise Launch package activities outlined in this Description of Professional Services are considered out of scope. Custom Zendesk implementations

are possible through Zendesk Professional Services.

## Project Schedule

Effective Date is defined as the Service Start Date on the applicable Order Form. All Professional Services must be Kicked Off within 4 weeks from the Effective Date and will not exceed an 8 week duration after Kick Off. Any Professional Services not completed within said 8 week duration after Kick Off will expire with no further credit or refund and will have no value thereafter.

## Deliverables

Package activities include:

Training Guides: Zendesk will provide a written list of recommended On-Demand Administrator and Agent training courses for the Customer to take. Documents only available in English. Zendesk Administrator training courses are a prerequisite to Discovery and Design Sessions and must be completed by Customer before starting design.

Discovery and Design Sessions: Zendesk will deliver a series of design sessions where Zendesk will work with Customer's team to review and optimize use cases driving the implementation approach for Customer's team. Customer will provide the following resources:

- Point of contact for the project (Project Manager)
- Relevant development team(s)
- Subject Matter Experts (SMEs)
- Configuration / System Administrator

Zendesk will work with Customer to coordinate the Discovery and Design Sessions, as well as provide final agendas with recommended attendees and time allotments for each session. Before the Discovery and Design Sessions commence, Customer is responsible for providing current state documentation and business requirements to be leveraged throughout the sessions. Zendesk will focus on the implementation use cases, requirements, and Go-Live priorities established during the Discovery and Design Sessions. Documents provided:

- Functional Design Document – a document outlining the recommended functional design strategy based on decisions made in the Discovery and Design Sessions.

Collaborative Configuration: Zendesk will deliver up to 18 hours of Collaborative Configuration where Zendesk will work with Customer to review Customer-built configurations, provide support implementing recommendations, and provide hands-on product enablement guidance for Customer's intended Zendesk Administrators. Collaborative Configuration can be scheduled in any combination or increment based on Consultant availability and Customer preference. Collaborative Configuration is a flexible approach requiring participation and ongoing engagement from Customer's Administrator(s). Collaborative Configuration hours can be used to jointly execute

configuration, review Customer-owned configuration, review additional recommendations, or some combination thereof based on Customer preference. These calls are delivered in conjunction with or following the Discovery and Design Sessions. The Professional Services are limited to no more than 2 products within the Zendesk Suite (Support, Guide, Chat, Messaging, Gather or Explore, as well as Sunshine Conversations.)

Technical Guidance: Zendesk will work with Customer to provide best practices and guidance around especially complex and technical topics. A Zendesk Technical Architect will work with Customer to accelerate Customer's use of Zendesk's extensibility and integration features.

Topics related to Zendesk Support, Guide, Chat, Messaging, Talk, or the Developer Platform may include:

- Integration guidance and planning
- Zendesk API guidance
- Zendesk App Framework guidance
- Single Sign-On (SSO) guidance
- Zendesk Guide best practices
- Salesforce integration guidance includes:
  - Out-of-the-box configuration guidance as detailed here:  
<https://www.zendesk.com/apps/salesforce>
- JIRA integration guidance includes:
  - Out-of-the-box configuration guidance as detailed here:  
<https://www.zendesk.com/apps/jira>

Project Management: Zendesk will provide an Engagement Manager who will be Customer's main point of contact throughout the Services engagement. During the Project Kick Off, the Zendesk Engagement Manager will discuss timeline constraints with Customer and ensure all parties agree to a Project Plan. Both parties will mutually agree on launch and success measures as a component of the project. The Zendesk Engagement Manager will provide project management guidance which may include the following responsibilities:

- Creating and managing a Project Workbook defining the tasks, dependencies, timelines, budget, action items and resources for the project
- Authorizing the provision of Zendesk personnel and managing assigned Zendesk personnel according to the defined scope of the project
- Creating, maintaining, executing, and monitoring project plans
- Providing weekly status reports focusing on budgets, scope, and timeline
- Managing any major changes in scope and notification to Customer of such change
- Managing stakeholder and Customer expectations and resolving issues escalated by Customer Project Manager
- Identifying and mitigating project risks and issues. Issue tracking until resolution is

achieved

- Providing direction and support to project teams within scope of the project

Post Go-Live Support: Zendesk will deliver Post Go-Live\* Support over a period of 1 week following Go-Live\*. Zendesk will use this time to educate Customer on how to best engage with the Zendesk Advocacy (Support) organization and to collaboratively resolve questions raised during the rollout.

\*Go-Live is defined as Customer Agents responding to End User(s) tickets in a production environment.

## Engagement Assumptions

- Customer will provide a designated Project Manager to manage the appropriate resources and tasks at Customer
- Customer will provide at least one resource to be the primary Zendesk Administrator and be responsible for all activities during the engagement
- Customer will grant Zendesk Consultant temporary access to assume into Customer's Account during the engagement ([for more information, click here](#))
- Customer is responsible for the configuration of the Zendesk instance during this project outside the designated Collaborative Configuration
- Customer is responsible for scheduling, coordinating, and executing workflow testing and user acceptance testing (UAT)
- All activities as defined in this Description of Professional Services will be performed in Customer's production instance
- Package documentation available in English only
- The Professional Services are limited to a single Zendesk instance
- The Professional Services are limited to a single Go-Live within the Project Schedule
- The Professional Services are limited to a single brand within the Zendesk instance
- The Professional Services are limited to a single language within the Zendesk instance
- The Professional Services are limited to no more than 2 products within the Zendesk Suite (Support, Guide, Chat, Talk, Messaging, Gather or Explore, as well as Sunshine Conversations)
- All Professional Services are to be delivered remotely unless specifically stated otherwise
- Customer may be required to provide Zendesk with documents, personnel resources, system and API access and/or approvals at key points in the project and will mutually agree with Zendesk on their timing. If Customer is unable to meet the agreed to timing, a Change Order or delay to Go-Live dates may occur
- Time allocated for each activity is not transferable to any other activity
- Time for any activity may be used by Zendesk for schedule coordination, project planning, defining tasks, answering Customer emails, or other administrative tasks as needed

- All unused time for any activity or will expire with no further credit or refund and will have no value thereafter
- Any services not expressly included in the above Description of Professional Services are considered out of scope
- All Professional Services will be delivered during business hours (9am-5pm) Monday-Friday, excluding national holidays, in the timezone from which Zendesk resources are assigned
- Customer resources will be available during business hours (9am-5pm) Monday-Friday in a timezone with a minimum of 5 hours overlap with the assigned Zendesk resources

### Service Delivery Completion

Upon completion of all Services and related milestones detailed above, where applicable, Zendesk will provide Customer with written notice ("Completion Notice"). Thereafter, Customer will have 5 business days from the date of the Completion Notice to provide Zendesk with written notice describing any services that have not been provided or milestones not met. This Services Package will be deemed complete and the Services accepted or milestones met absent Customer's timely written notice of any Services not having been provided or milestones not having been met.

### Charges & Expenses

Any unpaid Charges or Expenses will become overdue 30 days after payment is due and will be subject to a late fee of 1.5% per month for each month where payment is not received.

Any no shows or cancellations on behalf of the Customer less than 5 business days before an agreed upon meeting or activity date are subject to forfeiture of the canceled activity, the associated Charges for the canceled activity, and the reserved date(s).

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## Zendesk AI Packages

### Zendesk AI Expert Access Packages

#### Overview:

Each AI Expert package is a subscription package designed to provide onboarding, ongoing strategic support and Professional Services for Customer's Zendesk AI Agents Advanced Services and/or Zendesk Copilot. It includes a set number of Expert Access Hours.

#### Eligibility:

Each AI Expert package is available to all customers purchasing Zendesk AI Agents Advanced and/or Zendesk Copilot. Deviations from or additions to the AI Expert package

activities outlined in this Description of Professional Services are considered out of scope.

**Schedule:**

Effective Date is defined as the Service Start Date on the applicable Order Form. Each AI Expert package includes a yearly resource hours allocation ("Expert Access Hours") stated below as of the Effective Date through the Service End Date on the applicable Order Form ("Subscription Term"). If the Subscription Term is more than one year but is not an exact number of whole years, the Subscription Term will be deemed to consist of consecutive whole years followed by a partial year comprising the remaining period of less than one year, irrespective of the time periods stated for individual line items in the Order Form. Zendesk will pro-rate the Expert Access Hours for the duration of that partial calendar year, rounded up to the nearest whole hour.

All tasks executed under the AI Expert package will be performed by Zendesk Professional Services Personnel with input, prioritization, and approval from the Customer. The time spent by Professional Services Personnel (which does not include the AI Success Specialist, described below) in planning and managing the Professional Services will consume available Expert Access Hours from the package.

Expert Access Hours in the package are designed to be allocated and consumed on a yearly basis as of the Effective Date. Any Expert Access Hours allocated to a specific year and not consumed in that year will not be carried forward to a subsequent year and will be forfeited with no refund or credits.

Customer may not consume more than 50% of the total annual allocation of Expert Access Hours in any one calendar quarter.

For new AI Expert package customers, within 60 days of the Effective Date, Zendesk will assign the applicable resources to serve as Customer's primary Zendesk contact(s) during the Subscription Term for the AI Expert package.

Once applicable resources are assigned, Zendesk will dedicate Expert Access Hours to the deployment scope for the next 45 days (AI Expert Lite – for AI Agents Advanced only), 60 days (AI Expert Plus), or 90 days (AI Expert Pro), depending on the tier selected (each referred to as the "Initial Period"). The focus of these Expert Access Hours will be determined by Customer's AI product configuration, as per (a) - (c) below:

- (a) **Zendesk Copilot only deployments:** Expert Hours will focus on guidance for 1 intelligent triage workflow and up to 2 Procedures (with no more than 1 Action per Procedure). Custom Intents are excluded from scope during the Initial Period.
- (b) **AI Agents Advanced only deployments:** Expert Hours will focus on 3-5 Use Cases deployed on a single AI Agent Advanced in 1 language, and guidance for 1

integration using Integration Builder (guidance only; Customer must provide developer resources for implementation).

(c) **Combined AI Agents Advanced and Zendesk Copilot deployments:** Expert Hours will focus on guidance for 1 intelligent triage workflow, and up to 2 Use Cases for AI Agents Advanced and Zendesk Copilot (in aggregate). Custom Intents are excluded from scope during this Initial Period. AI Agents Advanced scope is limited to 1 AI Agent Advanced, 1 language, and guidance for 1 integration using Integration Builder.

As referenced above, "intelligent triage workflow", "Procedures", "Actions", and "Custom Intents" are as described in the Documentation. "Use Cases" are described in the following Zendesk article:

<https://support.zendesk.com/hc/en-us/articles/8357733365402-Best-practices-for-creating-use-cases-for-advanced-AI-agents>

**Deliverables:**

Zendesk offers different AI Expert package options based on the business needs of Customer. The yearly effort is identified on the Order Form and governed by this Description of Professional Services per the following table:

Yearly Allocated Expert Access Hours		Inclusions
AI Expert Lite	56 hrs	Expert Hours and AI Success Specialist Support provided under this package will be allocated exclusively to AI Agents Advanced during the Subscription Term.
AI Expert Plus	88 hrs	Expert Hours and AI Success Specialist Support provided under this package are intended for either AI Agents Advanced or Zendesk Copilot implementation (but not both).
AI Expert Pro	124 hrs	Expert Hours and AI Success Specialist Support provided under this package may be allocated across AI Agents Advanced and Zendesk Copilot products

Customer may terminate its AI Expert package at the end of the current Subscription Term by providing 30 days prior written notice. See (<https://support.zendesk.com/hc/en-us/articles/4408843597850> for contacting Zendesk Support). Unless the AI Expert package is terminated, and unless Customer has opted out

of automatic renewal for the AI Expert package, the subscription will renew for a period that is coterminous with Customer's applicable subscription to the Services.

## Scope:

Customer may request and receive the below Professional Services at any stage of Customer's Zendesk AI Agents Advanced and/or Zendesk Copilot implementation lifecycle, from initial design through ongoing optimization and maintenance phases.

The Professional Services available through Expert Access Hours consist of support designed to maximize Customer's success with Zendesk AI Agents Advanced and/or Zendesk Copilot, promoting optimal implementation, adoption, and ongoing value realization.

Customer may request Expert Access Hours through the Zendesk AI Success Specialist, as described below, to have Zendesk perform a defined scope of work. Zendesk will make commercially reasonable efforts to accommodate Customer's requested timelines for such work, having regard to the availability of required Zendesk resources. Customer may allocate its Expert Access Hours across any combination of the Services outlined below based on Customer's specific needs and priorities (subject to estimation by Zendesk and within the bounds of Expert Access Hours allocation limitations):

- Bot building team guidance through design, build, and launch phases
- Solution design using latest features and best practices
- Release planning, preparations and reviews
- Strategic solution design and use case expansion across CX processes
- Workflow refinement and dialogue enhancement
- Implementation and transformation Services
- API integration discovery, design, implementation, and testing
- Performance analysis against benchmarks with actionable recommendations
- Knowledge source and search rule optimization for generative AI capabilities
- Guidance on authentication and Sunshine conversations integration as it relates to the direct integration of AI Agents Advanced

## **AI Success Specialist Support**

The Zendesk AI Success Specialist will work collaboratively with the Customer by serving as a functional advisor regarding Customer's deployed Zendesk AI Agents Advanced and/or Zendesk Copilot Services. This resource will engage with the Customer in accordance with the schedule stated below to provide proactive and prescriptive guidance tailored to the Customer's business needs. The AI Success Specialist may work with Customer in the following ways without consuming Expert Access Hours:

- Working with the Customer to maintain a success plan or roadmap to drive adoption and optimization linked to success metrics
- Helping the Customer determine how best to utilize its Expert Access Hours to

- maximize the Zendesk AI Agents Advanced and/or Zendesk Copilot Services
- Engaging with the Customer to plan for success planning and business reviews according to the following schedule:

Success Motion across Tiers			
	Pro	Plus	Lite
Success Check in	Monthly	N/A	N/A
Executive Business Reviews	Annual	N/A	N/A
Health Audits	Tri-Annual	Semi-Annual	Annual

Health Audits are conducted at Customer's request. For optimal results, Zendesk recommends evenly spacing Health Audit requests throughout a year.

### Out of Scope:

The tasks listed as in scope above are the only activities in scope for the AI Expert package. For the avoidance of any doubt, the following services are explicitly out of scope:

- Fully managed build and maintenance of AI Agents
- Custom build of AI Agents
- Implementation and support of non-AI Agents Advanced or non-Copilot Zendesk products (Zendesk Suite, WEM, QA)
- Creating or updating content of any kind, including the development or revision of knowledge articles, to ensure suitability and optimization for use with Retrieval-Augmented Generation (RAG)/UltimateGPT
- Translations of content into different languages for definitive flows (dialogues)
- Designing scripts, and process flows to support automation
- Any migration, manipulation, creation, deletion, or updates of Customer user data
- Guidance, Implementation or configuration of Mobile SDKs

### Engagement Assumptions:

This package requires Customer's active participation and coordination for success. The following requirements must be met. Delay by Customer with respect to the below items may cause delay or inhibit Zendesk's ability to provide the Services.

- Customer must purchase or is contemporaneously purchasing the AI Agents Advanced and/or Zendesk Copilot Services.
- Customer must provide at least one resource to be the primary point of contact with the appropriate Zendesk Administrator access and be responsible for coordinating all Customer activities during the engagement

- Customer is responsible for the configuration of the Zendesk instance during the term of this contract, except specific deliverables agreed to during planning sessions
- Where required to facilitate the delivery of Zendesk's Professional Services, Customer will provide Professional Services Personnel with Administrator access to Customer's Account or grant temporary access to assume in to facilitate configuration and review (for more information, click [here](#))
- Package activities are delivered in English
- All Professional Services are provided remotely unless specifically stated otherwise. In the event that on-site Professional Services are delivered, Customer will reimburse Zendesk for any reasonable costs for travel, lodging, communications, shipping charges and any out-of-pocket expenses incurred by Zendesk in connection with providing the Professional Services (collectively, "Expenses"). Zendesk will obtain Customer's pre-approval for travel and accommodation Expenses before traveling to the Customer. Customer agrees to pay Expenses upon receipt of invoice.
- All Professional Services are completed during business hours, Monday - Friday in the region from which Zendesk resources are assigned.

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## Zendesk Assist Packages

Zendesk Assist packages are subscription packages which Customer may elect to terminate as of the end of the current Subscription Term by providing written notice to Zendesk no less than 30 days before the end of such Subscription Term. See (<https://support.zendesk.com/hc/en-us/articles/4408843597850> for contacting Zendesk Support). Unless the subscription is so terminated, and unless Customer has opted out of automatic renewal for their applicable subscription to the Service, the subscription will renew for a period that is coterminous with Customer's applicable subscription to the Service.

Commencing up to 60 days after the Effective Date, Zendesk will assign the applicable resources (Consultant and/or Technical Architect) to serve as Customer's primary Zendesk contact during the Subscription Term and for as long as Customer has purchased the Assist Package.

### Zendesk Assist Core

#### Overview

The Zendesk Assist package is designed to provide flexibility and access to experienced resources to customers who require such support on an ongoing basis. Through the Zendesk Assist package Zendesk will provide remote configuration, technical guidance, developer guidance, and administrative support to customers as described in the

activities below.

## Eligibility

The Zendesk Assist package does not include implementation services and is only available to existing customers of Zendesk for deployed Zendesk Services. Deviations from or additions to Zendesk Assist package activities outlined in this Description of Professional Services are considered out of scope.

## Project Schedule

Effective Date is defined as the Service Start Date on the applicable Order Form. Each Zendesk Assist package includes a monthly resource hours allocation stated below as of the Effective Date through the Service End Date on the applicable Order Form ("Subscription Term"). If the Subscription Term includes a partial calendar month, the package will include hours for the partial calendar month calculated on a pro rata basis, rounded up to the nearest whole hour.

The Zendesk Assist package includes Professional Services provided by Professional Services Personnel. The time spent in planning and managing the Professional Services consumes available hours from the package. All tasks executed under the Zendesk Assist package will be performed by Professional Services Personnel with input, prioritization, and approval from the Customer.

Professional hours in the package are designed to be allocated and consumed on a monthly basis as of the Effective Date. Any hours allocated to a specific month and not consumed in that month will not be carried forward to a subsequent month and will be forfeited with no refund or credits.

## Deliverables

Zendesk offers different Professional Services based on the business needs of Customer. The monthly effort is delineated based on the Order Form and will be governed by this Description of Professional Services per the following table:

Zendesk Assist Admin	
Monthly Allocated Hours	28 hrs

Scope: Customer may use this package to complete the following tasks (subject to estimation by Zendesk and within the bounds of monthly hours limitations):

- Zendesk configuration and maintenance (including users, organization, ticket data, etc.) of Zendesk Suite products
- Workflow design and optimization (including views, macros, triggers and automations, etc.)

- Creation of Zendesk Explore reports which do not require scripting
- Support for installation of apps from Built by Zendesk on the Zendesk Marketplace using standard functionality (no scripting or development required)
- Recommendations for existing Apps and alternatives based on Customer use cases
- Integration guidance and planning
- Zendesk API guidance
- Zendesk App Framework guidance
- Single Sign-On (SSO) guidance
- Zendesk Guide theming guidance
- Zendesk Widget and mobile SDKs guidance
- Consulting on Zendesk Early Adopter Program ("EAP") features where Customer agrees to "Early Access Terms"
- Guidance on custom development and code reviews for Customer-built deliverables using the Zendesk API, App Framework, mobile SDKs or Guide themes
- Assistance with troubleshooting integrations into Zendesk products

Out of Scope: The tasks listed as in scope above are the only activities in scope for the Zendesk Assist package. For the avoidance of any doubt, the following services are explicitly out of scope:

- Development or deployment of any new custom code or scripts
- Any migration, manipulation, creation, deletion, or updates of Customer user data
- Zendesk Certifications or Zendesk Live Training Events
- Translation services
- Services related to Zendesk Connect products

## Engagement Assumptions

This package requires Customer's active participation and coordination for success. The following requirements must be met. Delay by Customer with respect to the below items may cause delay or inhibit Zendesk's ability to provide the Services.

- Customer must purchase and fully implement Zendesk Services
- Customer must provide at least one resource to be the primary point of contact with the appropriate Zendesk Administrator access and be responsible for coordinating all Customer activities during the engagement
- Customer is responsible for the configuration of the Zendesk instance during the Subscription Term, except specific Deliverables agreed to during planning sessions
- Customer must add Professional Services Personnel as an Administrator for Customer's Zendesk Account or grant temporary access to assume in to facilitate configuration and review ([for more information, click here](#))
- Package activities are delivered in English or French
- All Services are provided remotely

- All Services are completed during business hours, Monday - Friday in the region from which Zendesk resources are assigned
- Package activities requiring specific Zendesk Developer skill sets may require up to 2 weeks advance notice before a resource is available

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## Zendesk Premier Offerings

### Premier Access EAC

As of the Service Start Date listed on the Order Form referencing Customer's purchase of Premier Access EAC, the features and functionality detailed below will be provided to Customer. Zendesk reserves the right, at its sole discretion, to update the Premier Access EAC features and functionality, but agrees that the features and functionality will not be materially decreased during the Subscription Term.

Charges for Premier Access EAC will be automatically adjusted at renewal to correspond with Customer's then current subscribed Services.

As used herein, the following Service name references also include the noted functionality available within Zendesk Suite Service Plans (as those terms are defined in the Service-Specific Terms found here:

<https://support.zendesk.com/hc/en-us/articles/360047508453-Supplemental-terms-Zendesk-s-service-specific-terms>):

- Zendesk Support references also refer to Ticketing System Functionality within Zendesk Suite
- Zendesk Guide references also refer to Help Center Functionality within Zendesk Suite
- Zendesk Gather references also refer to Community Forum Functionality within Zendesk Suite
- Zendesk Chat references also refer to Live Chat Functionality within Zendesk Suite
- Zendesk Explore references also refer to reporting and analytics functionality within Zendesk Suite
- Zendesk Talk references also refer to voice functionality within Zendesk Suite
- Zendesk Messaging references refer to messaging integration within Zendesk Suite

### 1.1 Expert Access Catalog (EAC)

The Zendesk Expert Access Catalog includes distinct sessions with a Zendesk subject matter expert relating to any product within the Zendesk Suite. Deliverables for these sessions are outlined in the Expert Access Catalog, which will be separately provided to

Customer. As part of the process, Customer will submit a question ahead of time and then be connected directly to a Zendesk subject matter expert.

Concurrency: Customer may schedule 1 Expert Access session at a time.

Customer must request Expert Access sessions through the Expert Access intake, and may use Expert Access sessions to discuss in-scope activities which include configuration or integration guidance with clear summarization in a follow-up email, and in some cases Go-Forward recommendation documents or an Assessment Readout. Additional in-scope activities will be communicated to Customer upon signature.

Customer should allow up to 5 business days of lead time between point of request and assignment of resource. This delivery timeline is not guaranteed, and will be delivered on a best effort basis.

## 1.1.1 Scope

Within the scheduled sessions, Customer may complete the following tasks (subject to estimation by Zendesk):

- General guidance for out of the box Zendesk features and Zendesk Suite of products:
  - Ideation and consultation on industry best practices and approaches
  - Workflow design and optimization
  - Business rule design and configuration guidance (including views, macros, triggers, and automations, etc.)
  - Guidance on creation of Zendesk Explore reporting (custom metrics, custom attributes, report building and formating)
  - Guidance for installation of apps built by Zendesk using standard functionality (no scripting or development required)
  - Recommendations for existing apps and alternatives based on Customer use cases
  - Pre-built Zendesk integration implementation (including Salesforce, Jira, PowerBI, etc)
- Technical guidance for integrations and programmatic extension of Zendesk:
  - Help center & Zendesk widget guidance (including Host mapping, authentication, SSO guidance, webform customization etc.) *\*excluding themes not built by Zendesk*
  - Guidance on developer and integration tools (SunCo, ZIS, Webhooks, Liquid Markup, APIetc.)
  - Zendesk Apps Framework
  - Custom Objects integrating 3rd party bots

## 1.1.2 Out of Scope

The tasks listed as in scope above are the only activities in scope for the Zendesk Premier Access package. For the avoidance of any doubt, the following services are explicitly out of scope:

- Development or deployment of any new custom code or scripts

- Implementation or Launch
- Ongoing program management / engagement management for customer projects
- Any migration, manipulation, creation, deletion, or updates of Customer user data
- Translation services
- Professional Services related to non-Suite products or Third Party Products
- Formal enablements (e.g. Zendesk Certifications or live training events), Advanced AI Agents, Copilot or WEM, development or deployment of any new custom code or scripts

## 1.2 Support Requests

Support Requests (defined below) will be submitted by Customer following the Business Impact Protocol process specified in Section 1.2.3. Zendesk support resource(s) will work collaboratively with the broader Zendesk support team to facilitate efficient Support Request resolution.

1.2.1 Subject to Zendesk's right to suspend Customer's access to and use of the applicable Services under the Agreement, Zendesk will use commercially reasonable efforts to meet the support and availability commitments stated herein (the "Service Level Commitments"). The sole and exclusive remedy for any breach of any Service Level Commitments areas stated herein. During the Subscription Term, Zendesk will respond to Customer's Support Requests for the Zendesk Measured Services and assign an appropriate level of support based on the Business Impact (as defined in Section 1.2.3 below).

A "Support Request" means a request for support assistance submitted by an Authorized Agent (as defined below) associated with the features, functionality or operation of the Zendesk Measured Services as it impacts an Agent. Multiple support tickets related to substantially the same occurrence or subject matter will be deemed a single Support Request. The "Zendesk Measured Services" means: (i) Zendesk Support; (ii) Zendesk Guide; (iii) Zendesk Gather; (iv) Zendesk Chat, and (v) Zendesk Sell, as well as (vi) Sunshine Conversations.

1.2.2 To ensure appropriate Support Request triage and prioritization, Customer must: (i) contact the Zendesk Advocacy team to generate a Support Request ticket; and (ii) communicate a Business Impact. For purposes of ticket submission and Business Impact prioritization, tickets may only be submitted through supported Zendesk Support Channels listed below:

1. [Messaging via in-product "Help" widget\\*](#),
2. Webform via the Zendesk Help Center\*,  
\*as described on  
<https://support.zendesk.com/hc/en-us/articles/360026614173-Contacting-Zendesk-Customer-Support>
3. [For customers who do not have access to a Zendesk instance \[Sunshine Conversations standalone\], their Premier support requests go to conversations-support@zendesk.com](#)

Tickets submitted outside of the Zendesk Support Channels, including via email and chat, will not be subject to the Business Impact Protocol.

### 1.2.3 Business Impact Protocol:

Business Impact	Response Time Objective	Response Time Coverage
<p><b>Critical</b></p> <p>Definition: Issue disrupts a Primary Communication Function or compromises the security/integrity of Service Data. The disruption is ongoing, the need for resolution is acutely time-sensitive, with no reasonable workaround available until the issue is resolved. Critical impacts are ones that impact Customer's Agents and/or End-Users in Customer's production ("live") environment, where Customer's current business occurs, but not in sandbox, beta or other environments where future capabilities are being evaluated or tested.</p>	30 minute first reply with a continual 30 minute reply cadence until Business Impact is downgraded or Enhanced Support Request is solved.	24x7x365
<p><b>Major</b></p> <p>Definition: Issue degrades a Primary Communication Function or significantly disrupts or degrades Customer's Normal Business Operations. The issue is occurring in Customer's production environment and is highly time-sensitive and/or significant unplanned effort is required to workaround the issue to maintain Normal Business Operations.</p>	60 minute first reply with a continual 60 minute reply cadence until Business Impact is downgraded or Enhanced Support Request is solved.	24x7x365

Moderate	Not applicable	24x7x365
<p>Definition: Issue slows Normal Business Operations or has caused a loss of functionality Customer relies on for Normal Business Operations.</p> <p>Alternatively, the issue is occurring in a testing, beta or sandbox environment and will delay the implementation of new functionality to improve Normal Business Operations. Resolution has some time-sensitivity but the issue can be worked around without extraordinary effort.</p>		

A Primary Communication Function means a business function that facilitates direct interaction with Customer's End Users. Primary Communication Functions include inbound and outbound messaging via any communication channel Customer uses in Customer's Zendesk Account (e.g. email, messaging, chat, voice, Facebook, etc) as well as the maintenance of an accurate record of those interactions.

Normal Business Operations means all other operations, processes, or activities for which Customer's Agents use the Services that do not require direct interaction between Agents and End Users. Normal Business Operations include automating ticket assignments, voice call routing, customization of Agent views, and running reports on tickets.

#### 1.2.3.1 Exclusions to Business Impact Protocol:

Only Agents that are designated by Customer as authorized contacts ("Authorized Agents") will have their support requests categorized and responded to in accordance with the Business Impact Protocol. Authorized Agents are the sole liaisons between Customer and Zendesk for support purposes. Inquiries from Agents who are not Authorized Agents may be directed to Customer's Authorized Agents for certain issues like password resets or other access issues. Customer's Authorized Agents must have, at a minimum, initial basic and applicable product training and, as needed, supplemental training appropriate for specific role or implementation phase, specialized product usage, and/or migration. Customer technical contacts must be trained on and be knowledgeable about Zendesk support and Customer's Zendesk environment in order to help resolve

system issues and to assist Zendesk in analyzing and resolving support requests. To avoid interruptions in support services, Customer must notify Zendesk whenever Authorized Agent responsibilities are transferred to another individual. Customer may designate 1 primary and up to 4 backup Authorized Agents.

1.2.3.2 Only the Zendesk Measured Services are subject to the Business Impact Protocol. Some extended functionality may not qualify for the protocol, such as:

- Developer Support;
- Customized applications;
- Assistance with Third-Party Products or Zendesk Labs apps; and
- Assistance with custom code.

1.2.3.3 Business Impact Protocol responses are available in English only.

1.2.3.4 The Business Impact Protocol applies to product support requests only. Issues related to billing, renewals, or services engagements are excluded.

1.2.4 Service Incidents Exception. In the event of a Service Incident, the Response Time Objective will not apply and instead Zendesk will implement its Service Incident communication process. A "Service Incident" is an unplanned event affecting multiple Zendesk customers where the Services are unavailable or performance of the Services is degraded as to render the Services unusable.

1.2.5 If Zendesk fails to achieve the Response Time Objective for more than 1 support request in any 3 month period, then, upon Customer's request, Zendesk will deliver to Customer a plan of corrective action. Zendesk will discuss its proposed course of corrective action with Customer and Customer may make commercially reasonable requests to Zendesk to supply additional resources that are reasonably designed to improve the Response Time Objective. Zendesk will take commercially reasonable efforts to implement the corrective action.

1.2.6 In the event that Zendesk fails to achieve the Response Time Objective for over 10% of its required replies to Customer's support request in each month for 3 consecutive months (a "Chronic Response Time Objective Failure"), Customer will, within 30 days following the occurrence of such Chronic Response Time Objective Failure in the third consecutive month, have the right to terminate Customer's subscription to the Service upon 30 days written notice to Zendesk. Upon a termination for Chronic Response Time Objective Failure, Zendesk will, upon request, refund Customer, on a prorated basis, any Charges for the Service paid in advance to Zendesk for the corresponding unused portion of Customer's Subscription Term on a pro rata basis. The commitments and obligations stated herein apply exclusively to the Response Time Objective; and, Zendesk makes no representation, warranty or commitment as to timing of resolution or ability to resolve any Enhanced Support Request. Nothing in these Supplemental Terms will be deemed to modify or limit the disclaimer of warranties stated elsewhere in the Agreement.

## 1.2.7 Applicability of Service Level Commitments.

1.2.7.1 These features and functionality will only be available if Customer has subscribed to Customer Support (and remains subscribed to this Service without any downgrade in Customer's Service Plan) to which these Service Level Commitments are expressly provided (as described herein).

1.2.7.2 For non-Suite customers, the Response Time Objectives stated in these features and functionality will be applied independently to the Zendesk Measured Services, as applicable. If Customer subscribes to non-Suite Zendesk Measured Services, failure to achieve the applicable Response Time Objective for Zendesk Support will not entitle Customer to any remedy with respect to Zendesk Chat. Similarly, Zendesk's failure to achieve the applicable Response Time Objective for Zendesk Chat will not entitle Customer to any remedy with respect to Zendesk Support. Customers who purchase the Zendesk Suite and experience outages with respect to the Zendesk Measured Services within the Suite will have Service Credits calculated off of their total Charges for the Zendesk Suite during the impacted month.

## 1.2.8 Service Availability.

1.2.8.1 Subject to Zendesk's right to suspend Customer's access to and use of the applicable Services under the Agreement and Customer's purchase of the Add-On, Zendesk will use commercially reasonable efforts to meet the Service Level Commitments specified in this Section. The sole and exclusive remedy for any breach of any Service Level Commitments is as stated herein.

1.2.8.2 Commencing 90 days after the Effective Date ("Service Availability Commencement Date") Zendesk will guarantee at least 99.9% "Service Availability" for the following Zendesk Services: (i) Zendesk Support; (ii) Zendesk Guide; (iii) Zendesk Gather; (iv) Zendesk Chat; and (v) Sunshine Conversations, respectively (hereinafter referred to as the, "Zendesk Availability Measured Services" for the purposes of these features), on a per calendar month basis during the Subscription Term. Service Availability is determined by the availability of the "Representative Service Components" of the Zendesk Availability Measured Services, respectively, as measured by Zendesk utilizing a testing service implemented by Zendesk. The Representative Service Components of the Zendesk Availability Measured Services include the following:

For Zendesk Support, Zendesk Guide, Zendesk Gather, and Sunshine Conversations [SunCo] (the "Representative Zendesk Support/Guide/Gather/SunCo Components"):

- (i) Customer's Account as identified by their subdomain through monitoring of the associated infrastructure for Zendesk Support; and
- (ii) The Zendesk REST API for Zendesk Support, Zendesk Guide, and Zendesk Gather only.

For Zendesk Chat (the "Representative Zendesk Chat Components"):

- (i) Customer's Account portal as identified by: <https://{{Customer}}.zopim.com> for Zendesk Chat.

For Sunshine Conversations (the "Representative SunCo Components"):

- (i) Zendesk Sunshine Conversations platform or Zendesk Sunshine Conversations API

1.2.8.3 Service Availability is measured on a percentage basis as the percentage of tests during a monthly testing period in which the applicable Representative Service Components are determined to be available to the Customer's Account. If Customer utilizes the "Hub + Spoke" feature available in certain Zendesk Support Service Plans, Zendesk Support Service Availability will be measured solely against the "hub" (and not any of the "spokes") within Customer's Zendesk Support Account. For avoidance of doubt, the monthly testing period will not include any time period during which Customer's Zendesk Availability Measured Services Account(s) is subject to a "Permitted Suspension." The failure of any Representative Service Components to be available during any such Permitted Suspension will not be deemed a lack of Service Availability. Trial, sandbox, beta and other test environments for Zendesk Availability Measured Services are expressly excluded from all Enhanced Service Level Commitments. In addition, Zendesk does not guarantee, nor do these Enhanced Service Level Commitments apply, to the availability of Internet service providers employed by Customer or any other network, service or application (including, without limitation, Third-Party Products) not owned or controlled by Zendesk.

1.2.8.4 Permitted Suspensions mean all times during which the applicable Representative Zendesk Service Components are unavailable to Customer's Account as a result of Force Majeure, Planned Downtime not exceeding 4 hours in a calendar month, or any suspension or termination of Customer's rights to access or use the Service implemented by Zendesk in accordance with the Agreement.

"Planned Downtime" has the meaning stated in the Agreement. If not defined, the term means planned downtime for upgrades and maintenance to the Services scheduled in advance of such upgrades and maintenance.

1.2.8.5 Zendesk measures Service Availability utilizing its own system logs and other records and will report such Service Availability (on a calendar monthly basis) for the 3 most recent completed calendar months to Customer in good faith, upon Customer's written request, not more than once per calendar month (a "Requested Report"). Customer may request a Requested Report within the 30 day period following the end of an Impacted Month (as defined in Section 1.2.8.6).

1.2.8.6 If Service Availability is less than 99.9% in any calendar month (the "Impacted Month") during the Subscription Term, Customer will be entitled to claim a service credit (a "Service Credit").

1.2.8.7 To be eligible for a Service Credit, Customer must make a request by emailing Zendesk at [servicecredit@zendesk.com](mailto:servicecredit@zendesk.com) within 60 days following the end of the Impacted Month. Any Service Credit will be solely applicable against Charges for the Service otherwise subsequently payable by Customer in the current or a future Subscription Term; provided that such Service Credit must be used by Customer within 1 year of the Service Credit being issued by Zendesk. No refunds (cash or otherwise) will be provided in exchange for Service Credits. No Service Credit is available if the Customer is past due or in default with respect to any payment or in material breach of the Agreement when the Service Credit is claimed.

1.2.8.8 The Service Credit will be calculated as a percentage of the Charges for Zendesk Support, Zendesk Guide, Zendesk Gather, or Zendesk Chat, as well as Sunshine Conversations, during the Impacted Month as follows:

Service Availability	Service Credit (Percentage of Service Charges for Impacted Month)
Greater than or equal to 99.9%	0%
Less than 99.9% and greater than or equal to 99.75%	10%
Less than 99.75% and greater than or equal to 99.5%	20%
Less than 99.5% and greater than or equal to 99.0%	30%
Less than 99.0% and greater than or equal to 98.0%	40%
Less than 98.0% and greater than or equal to 95.0%	50%
Less than 95.0%	100%

1.2.8.9 For purposes of calculating the foregoing Service Credits, Customer's Charges for the Zendesk Availability Measured Services will be deemed to be prorated equally over the relevant Subscription Term; provided that Charges for the Zendesk Availability Measured Services for any additional Agents authorized with a coterminous Subscription

Term will be prorated only over the period such Agents were authorized during the Subscription Term.

1.2.8.10 If a Customer has more than one authenticated Account for Zendesk Support (a "Multi-Account Customer") that is subject to the Agreement, Service Availability and Service Credits will be determined on a per Account basis. If a Multi-Account Customer is not subject to Charges on a per Account basis, the Charges for Zendesk Support applicable to a specific Account will be determined by the pro-rata number of authorized Agents available under such Account relative to all of the Multi-Account Customer's Accounts or by another reasonable and equitable method for allocating the Charges for Zendesk Support.

1.2.8.11 In addition to Service Credits, in the event that the Service Availability per calendar month is less than 99.5% in any 3 consecutive calendar months (a "Chronic Service Failure"), Customer will, within 30 days following the occurrence of such Chronic Service Failure, have the right to terminate Customer's subscription to the affected Service upon 30 days written notice to Zendesk. Upon termination for Chronic Service Failure, Zendesk will, upon request, repay Customer, on a prorated basis, any Charges for the Zendesk Availability Measured Services (other than Charges for Deployed Associated Services) previously paid to Zendesk for the corresponding unused portion of Customer's Subscription Term.

## **Premier Plus EAC**

As of the Service Start Date listed on the Order Form referencing Customer's purchase of Premier Plus EAC, the features and functionality detailed below will be provided to Customer. Zendesk reserves the right, at its sole discretion, to update the Premier Plus EAC features and functionality, but agrees that the features and functionality will not be materially decreased during the Subscription Term.

Charges for Premier Plus EAC will be automatically adjusted at renewal to correspond with Customer's then current subscribed Services.

As used herein, the following Service name references also include the noted functionality available within Zendesk Suite Service Plans (as those terms are defined in the Service-Specific Terms found here:

<https://support.zendesk.com/hc/en-us/articles/360047508453-Supplemental-terms-Zendesk-s-service-specific-terms>:

- Zendesk Support references also refer to Ticketing System Functionality within Zendesk Suite
- Zendesk Guide references also refer to Help Center Functionality within Zendesk Suite
- Zendesk Gather references also refer to Community Forum Functionality within Zendesk Suite

- Zendesk Chat references also refer to Live Chat Functionality within Zendesk Suite
- Zendesk Explore references also refer to reporting and analytics functionality within Zendesk Suite
- Zendesk Talk references also refer to voice functionality within Zendesk Suite
- Zendesk Messaging references refer to messaging integration within Zendesk Suite

## 1.1 Expert Access Catalog (EAC)

Zendesk Expert Access Catalog includes distinct sessions with a Zendesk subject matter expert relating to any product within the Zendesk Suite. Deliverables for these sessions are outlined in the Expert Access Catalog, which will be separately provided to Customer. As part of the process, Customer will submit a question ahead of time and then be connected directly to a Zendesk subject matter expert.

Concurrency: Customer may schedule 1 Expert Access session at a time.

Customer must request Expert Access sessions through the Expert Access intake, and may use Expert Access sessions to discuss in-scope activities which include configuration or integration guidance with clear summarization in a follow-up email, and in some cases Go-Forward recommendation documents or an Assessment Readout. Additional in-scope activities will be communicated to Customer upon signature.

Customer should allow up to 5 business days of lead time between point of request and delivery of the session. This delivery timeline is not guaranteed, and will be delivered on a best efforts basis.

### 1.1.1 Scope

Within the scheduled sessions, Customer may complete the following tasks (subject to estimation by Zendesk):

- General guidance for out of the box Zendesk features and Zendesk Suite of products:
  - Ideation and consultation on industry best practices and approaches
  - Workflow design and optimization
  - Business rule design and configuration guidance (including views, macros, triggers, and automations, etc.)
  - Guidance on creation of Zendesk Explore reporting (custom metrics, custom attributes, report building and formating)
  - Guidance for installation of apps built by Zendesk using standard functionality (no scripting or development required)
  - Recommendations for existing apps and alternatives based on Customer use cases
  - Pre-built Zendesk integration implementation (including Salesforce, Jira, PowerBI, etc)
- Technical guidance for integrations and programmatic extension of Zendesk:

- Help center & Zendesk widget guidance (including Host mapping, authentication, SSO guidance, webform customization etc.) \*excluding themes not built by Zendesk
- Guidance on developer and integration tools (SunCo, ZIS, Webhooks, Liquid Markup, APIetc.)
- Zendesk Apps Framework
- Custom Objects integrating 3rd party bots

## 1.1.2 Out of Scope

The tasks listed as in scope above are the only activities in scope for the Zendesk Premier Access package. For the avoidance of any doubt, the following services are explicitly out of scope:

- Development or deployment of any new custom code or scripts
- Implementation or Launch
- Ongoing program management / engagement management for customer projects
- Any migration, manipulation, creation, deletion, or updates of Customer user data
- Translation services
- Professional Services related to non-Suite products or Third Party Products
- Formal enablements (e.g. Zendesk Certifications or live training events), Advanced AI Agents, Copilot or WEM, development or deployment of any new custom code or scripts

## 1.2 Premier Plus Support

### 1.2.1 Premier Support Engineer

Zendesk will provide a named Premier Support Engineer ("PSE") within 45 days of the Service Availability Commencement Date (defined below). The PSE will serve as Customer's primary contact for delivery of support services across all Zendesk Services. All requests will route to the global PSE Team. "PSE Team" means the group of Zendesk support advocates who provide customer support to Premier Plus customers.

### 1.2.2 Premier Support Deliverables

Customer's PSE Team will work to provide the following Premier Support Services for so long as Customer maintains an active subscription to the Premier Plus subscription:

- Prioritization of technical issues on Support Requests.
- Maintain a high-level developer profile of all enabled Third-Party Products on Customer's Account(s) (including apps, integrations, and critical extended services) sufficient to monitor Customer's most complex Zendesk product usage. This profile is intended to be a light-touch summary and does not represent a comprehensive mapping of Customer's full implementation. Customer agrees to provide timely updates to ensure the accuracy of the profile.
- Zendesk Support Service Custom Application consultation for applications that reside within the Zendesk Service framework. Collectively this includes troubleshooting and exception handling on the Zendesk app and Zendesk API functions specific to Customer's implementation. Zendesk does not support or troubleshoot custom applications themselves, including any client-side code or functionality outside Zendesk's control. Customer will remain responsible for

troubleshooting of app code that communicates or utilizes functions, including but not limited to APIs, not controlled by Zendesk.

- Provide feedback to other Zendesk departments on Customer's behalf.
- Facilitation of enrollment for proactive service notification assets
  - Enrollment and identification of Customer's Authorized Agents (as defined below)
  - Establish proactive Support Request notification(s) technical contacts or designated distribution list(s) within Customer
  - Additional Zendesk resources can be found through the following channels:
    - Service Notifications:  
<https://help.zendesk.com/hc/en-us/sections/206226927>
    - Zendesk Service Status Page: <https://status.zendesk.com/>
- Provide a bi-annual service review on Customer's usage, customer service trends, and optimization opportunities, including the following metrics:
  - Customer Satisfaction
  - Product Area
  - Resolution Type
  - First Reply Time
  - Requester Wait Time

## 1.2.3 Premier Plus Support Requests

Premier Plus Support Requests (defined below) will be submitted by Customer following the Business Impact Protocol process specified in Section 1.2.3.3. The Premier Support Engineer will work collaboratively with the broader Zendesk support team to facilitate efficient Premier Plus Support Request resolution.

1.2.3.1 Subject to Zendesk's right to suspend Customer's access to and use of the applicable Services under the Agreement, Zendesk will use commercially reasonable efforts to meet the Premier support and availability commitments specified herein (the "Premier Service Level Commitments"). The sole and exclusive remedy for any breach of any Premier Service Level Commitments is as stated herein. During the Subscription Term, Zendesk will respond to Customer's Premier Plus Support Requests for the Zendesk Measured Services and assign an appropriate level of support based on the Business Impact (as defined in Section 1.2.2.3 below).

A "Premier Plus Support Request" means a request for support assistance submitted by an Authorized Agent (as defined below) associated with the features, functionality or operation of the Zendesk Measured Services as it impacts an Agent. Multiple support tickets related to substantially the same occurrence or subject matter will be deemed a single Premier Plus Support Request. The "Zendesk Measured Services" includes the following Services: (i) Zendesk Support; (ii) Zendesk Guide; (iii) Zendesk Gather; (iv) Zendesk Chat, and (v) Zendesk Sell, as well as (vi) Sunshine Conversations.

1.2.3.2 To ensure appropriate Premier Plus Support Request triage and prioritization, Customer must: (i) contact the Zendesk Advocacy team to generate a Premier Plus Support Request ticket; and (ii) communicate a Business Impact. For purposes of ticket

submission and Business Impact prioritization, tickets may only be submitted through supported Zendesk Premier Plus Support Channels listed below:

1. Messaging via in-product "Help" widget\*,
2. Webform via the Zendesk Help Center\*, and
3. Premier Customer Support Request via phone. The Premier Customer Support Phone Number will be provided during onboarding and will serve as the "Premier Customer Support Hotline"
4. For customers who do not have access to a Zendesk instance [Sunshine Conversations standalone], their Premier Plus support requests go to [conversations-support@zendesk.com](mailto:conversations-support@zendesk.com)

\*as described on <https://support.zendesk.com/hc/en-us/articles/360026614173-Contacting-Zendesk-Customer-Support>

Tickets submitted outside of the Zendesk Premier Plus Support Channels, including via email, will not be subject to the Business Impact Protocol.

#### 1.2.3.3 Business Impact Protocol:

Business Impact	Response Time Objective	Response Time Coverage
Critical  Definition: Issue disrupts a Primary Communication Function or compromises the security/integrity of Service Data. The disruption is ongoing, the need for resolution is acutely time-sensitive, with no reasonable workaround available until the issue is resolved. Critical impacts are ones that impact Customer's Agents and/or End-Users in Customer's production ("live") environment, where Customer's current business occurs, but not in sandbox, beta or other environments where future capabilities are being evaluated or tested.	30 minute first reply with a continual 30 minute reply cadence until Business Impact is downgraded or Premier Plus Support Request is solved.	24x7x365

Major	60 minute first reply with a continual 60 minute reply cadence until Business Impact is downgraded or Premier Plus Support Request is solved.	24x7x365
Moderate	Not applicable	24x7x365
Minor/Limited	Not applicable	24x7x365

A Primary Communication Function means a business function that facilitates direct interaction with Customer's End Users. Primary Communication Functions include inbound and outbound messaging via any communication channel Customer uses in Customer's Zendesk Account (e.g. email, messaging, chat, voice, Facebook, etc) as well as the maintenance of an accurate record of those interactions.

Normal Business Operations means all other operations, processes, or activities for which Customer's Agents use the Services that do not require direct interaction between Agents and End Users. Normal Business Operations include automating ticket assignments, voice call routing, customization of Agent views, and running reports on tickets.

### 1.2.3.4 Exclusions to Business Impact Protocol:

Only Agents that are designated by Customer as authorized contacts ("Authorized Agents") will have their Premier Plus Support Requests categorized and responded to in accordance with the Business Impact Protocol. Authorized Agents are the sole liaisons between Customer and Zendesk for Premier Support purposes. Inquiries from Agents who are not Authorized Agents may be directed to Customer's Authorized Agents for certain issues like password resets or other access issues. Customer's Authorized Agents must have, at a minimum, initial basic and applicable product training and, as needed, supplemental training appropriate for specific role or implementation phase, specialized product usage, and/or migration. Customer technical contacts must be trained on and be knowledgeable about Zendesk support and Customer's Zendesk environment in order to help resolve system issues and to assist Zendesk in analyzing and resolving Premier Plus Support Requests. To avoid interruptions in support services, Customer must notify Zendesk whenever Authorized Agent responsibilities are transferred to another individual. Customer may designate 3 primary and up to 7 backup Authorized Agents.

### 1.2.3.5 Only the Zendesk Measured Services are subject to the Business Impact Protocol. Some extended functionality may not qualify for the protocol, such as:

- Developer Support;
- Customized applications;
- Assistance with Third-Party Products or Zendesk Labs apps; and
- Assistance with custom code.

### 1.2.3.6 Business Impact Protocol responses are available in **English only**.

### 1.2.3.7 The Business Impact Protocol applies to product Premier Plus Support Requests only. Issues related to billing, renewals, or services engagements are excluded.

**1.2.4 Service Incidents Exception.** In the event of a Service Incident, the Response Time Objective will not apply and instead Zendesk will implement its Service Incident communication process. A "Service Incident" is an unplanned event affecting multiple Zendesk customers where the Services are unavailable or performance of the Services is degraded as to render the Services unusable.

**1.2.5** If Zendesk fails to achieve the Response Time Objective for more than 1 Premier Plus Support Request in any 3 month period, then, upon Customer's request, Zendesk will deliver to Customer a plan of corrective action. Zendesk will discuss its proposed course of corrective action with Customer and Customer may make commercially reasonable requests to Zendesk to supply additional resources that are reasonably designed to improve the Response Time Objective. Zendesk will take commercially reasonable efforts to implement the corrective action.

**1.2.6** In the event that Zendesk fails to achieve the Response Time Objective for over 10% of its required replies to Customer's Premier Plus Support Requests in each month for 3 consecutive months (a "Chronic Response Time Objective Failure"), Customer will, within

30 days following the occurrence of such Chronic Response Time Objective Failure in the third consecutive month, have the right to terminate Customer's subscription to the Service upon 30 days written notice to Zendesk. Upon a termination for Chronic Response Time Objective Failure, Zendesk will, upon request, refund Customer, on a prorated basis, any Charges for the Service paid in advance to Zendesk for the corresponding unused portion of Customer's Subscription Term on a pro rata basis. The commitments and obligations stated herein apply exclusively to the Response Time Objective; and, Zendesk makes no representation, warranty or commitment as to timing of resolution or ability to resolve any Premier Plus Support Request. Nothing in these Supplemental Terms will be deemed to modify or limit the disclaimer of warranties stated elsewhere in the Agreement.

## 1.2.7 Applicability of Premier Plus Service Level Commitments.

1.2.7.1 These features and functionality will only be available if Customer has subscribed to Premier Plus Customer Support (and remains subscribed to this Service without any downgrade in Customer's Service Plan) to which these Premier Service Level Commitments are expressly provided (as described herein).

1.2.7.2 For non-Suite customers, the Response Time Objectives stated in these features and functionality will be applied independently to the Zendesk Measured Services, as applicable. If Customer subscribes to non-Suite Zendesk Measured Services, failure to achieve the applicable Response Time Objective for Zendesk Support will not entitle Customer to any remedy with respect to Zendesk Chat. Similarly Zendesk's failure to achieve the applicable Response Time Objective for Zendesk Chat will not entitle Customer to any remedy with respect to Zendesk Support. Customers who purchase the Zendesk Suite and experience outages with respect to the Zendesk Measured Services within the Suite will have Service Credits calculated off of their total Charges for the Zendesk Suite during the impacted month.

## 1.2.8 Service Availability.

1.2.8.1 Subject to Zendesk's right to suspend Customer's access to and use of the applicable Services under the Agreement and Customer's purchase of the Add-On, Zendesk will use commercially reasonable efforts to meet the Service Level Commitments specified in this Section. The sole and exclusive remedy for any breach of any Service Level Commitments will be stated herein.

1.2.8.2 Commencing 90 days after the Effective Date ("Service Availability Commencement Date") Zendesk will guarantee at least 99.9% "Service Availability" for the following Zendesk Services: (i) Zendesk Support; (ii) Zendesk Guide; (iii) Zendesk Gather; (iv) Zendesk Chat; and (v) Sunshine Conversations, respectively (hereinafter referred to as the, "Zendesk Availability Measured Services" for the purposes of these features), on a per calendar month basis during the Subscription Term. Service Availability is determined by the availability of the "Representative Service Components" of the Zendesk Availability Measured Services, respectively, as measured by Zendesk

utilizing a testing service implemented by Zendesk. The Representative Service Components of the Zendesk Availability Measured Services include the following:

For Zendesk Support, Zendesk Guide, Zendesk Gather, and Sunshine Conversations [SunCo] (the "Representative Zendesk Support/Guide/Gather/SunCo Components"):

- (i) Customer's Account as identified by their subdomain through monitoring of the associated infrastructure for Zendesk Support; and
- (ii) The Zendesk REST API for Zendesk Support, Zendesk Guide, and Zendesk Gather only.

For Zendesk Chat (the "Representative Zendesk Chat Components"):

- (i) Customer's Account portal as identified by: <https://{{Customer}}.zopim.com> for Zendesk Chat.

For Sunshine Conversations (the "Representative SunCo Components"):

- (i) Zendesk Sunshine Conversations platform or Zendesk Sunshine Conversations API

1.2.8.3 Service Availability is measured on a percentage basis as the percentage of tests during a monthly testing period in which the applicable Representative Service Components are determined to be available to the Customer's Account. If Customer utilizes the "Hub + Spoke" feature available in certain Zendesk Support Service Plans, Zendesk Support Service Availability will be measured solely against the "hub" (and not any of the "spokes") within Customer's Zendesk Support Account. For avoidance of doubt, the monthly testing period will not include any time period during which Customer's Zendesk Availability Measured Services Account(s) is subject to a "Permitted Suspension." The failure of any Representative Service Components to be available during any such Permitted Suspension will not be deemed a lack of Service Availability. Trial, sandbox, beta and other test environments for Zendesk Availability Measured Services are expressly excluded from all Premier Service Level Commitments. In addition, Zendesk does not guarantee, nor do these Premier Service Level Commitments apply to the availability of Internet service providers employed by Customer or any other network, service or application (including, without limitation, Third-Party Products) not owned or controlled by Zendesk.

1.2.8.4 Permitted Suspensions mean all times during which the applicable Representative Zendesk Service Components are unavailable to Customer's Account as a result of Force Majeure, Planned Downtime not exceeding 4 hours in a calendar month, or any suspension or termination of Customer's rights to access or use the Service implemented by Zendesk in accordance with the Agreement.

"Planned Downtime" has the meaning stated in the Agreement. If not defined, the term means planned downtime for upgrades and maintenance to the Services scheduled in advance of such upgrades and maintenance.

1.2.8.5 Zendesk measures Service Availability utilizing its own system logs and other records and will report such Service Availability (on a calendar monthly basis) for the 3 most recent completed calendar months to Customer in good faith, upon Customer's written request, not more than once per calendar month (a "Requested Report"). Customer may request a Requested Report within the 30 day period following the end of an Impacted Month (as defined in Section 1.2.8.6).

1.2.8.6 If Service Availability is less than 99.9% in any calendar month (the "Impacted Month") during the Subscription Term, Customer will be entitled to claim a service credit (a "Service Credit").

1.2.8.7 To be eligible for a Service Credit, Customer must make a request by emailing Zendesk at [servicecredit@zendesk.com](mailto:servicecredit@zendesk.com) within 60 days following the end of the Impacted Month. Any Service Credit will solely be applicable against Charges for the Service otherwise subsequently payable by Customer in the current or a future Subscription Term; provided that such Service Credit must be used by Customer within 1 year of the Service Credit being issued by Zendesk. No refunds (cash or otherwise) will be provided in exchange for Service Credits. No Service Credit is available if the Customer is past due or in default with respect to any payment or in material breach of the Agreement when the Service Credit is claimed.

1.2.8.8 The Service Credit will be calculated as a percentage of the Charges for Zendesk Support, Zendesk Guide, Zendesk Gather, or Zendesk Chat, as well as Sunshine Conversations, during the Impacted Month as follows:

Service Availability	Service Credit (Percentage of Service Charges for Impacted Month)
Greater than or equal to 99.9%	0%
Less than 99.9% and greater than or equal to 99.75%	10%
Less than 99.75% and greater than or equal to 99.5%	20%
Less than 99.5% and greater than or equal to 99.0%	30%
Less than 99.0% and greater than or equal to 98.0%	40%

Less than 98.0% and greater than or equal to 95.0%	50%
Less than 95.0%	100%

1.2.8.9 For purposes of calculating the foregoing Service Credits, Customer's Charges for the Zendesk Availability Measured Services will be deemed to be prorated equally over the relevant Subscription Term; provided that Charges for the Zendesk Availability Measured Services for any additional Agents authorized with a coterminous Subscription Term will be prorated only over the period such Agents were authorized during the Subscription Term.

1.2.8.10 If a Customer has more than one authenticated Account for Zendesk Support (a "Multi-Account Customer") that is subject to the Agreement, Service Availability and Service Credits will be determined on a per Account basis. If a Multi-Account Customer is not subject to Charges on a per Account basis, the Charges for Zendesk Support applicable to a specific Account will be determined by the pro-rata number of authorized Agents available under such Account relative to all of the Multi-Account Customer's Accounts or by another reasonable and equitable method for allocating the Charges for Zendesk Support.

1.2.8.11 In addition to Service Credits, in the event that the Service Availability per calendar month is less than 99.5% in any 3 consecutive calendar months (a "Chronic Service Failure"), Customer will, within 30 days following the occurrence of such Chronic Service Failure, have the right to terminate Customer's subscription to the affected Service upon 30 days written notice to Zendesk. Upon termination for Chronic Service Failure, Zendesk will, upon request, repay Customer, on a prorated basis, any Charges for the Zendesk Availability Measured Services (other than Charges for Deployed Associated Services) previously paid to Zendesk for the corresponding unused portion of Customer's Subscription Term.

### **1.3 Technical Strategy Program Management**

Commencing up to 45 days after the Service Start Date, Zendesk will assign a Technical Account Manager ("TAM") to serve as Customer's primary Zendesk technical contact during the Subscription Term.

The Customer is entitled to TAM coverage without specific instance limits. However, Zendesk reserves the right to limit coverage of instances in the case of multiple or highly complex instances.

#### **Technical Account Manager**

The Technical Account Manager ("TAM") serves as a general Technical Advisor to the Customer. The TAM will collaborate with the Customer to assess the current state of the Customer's architecture, strategic objectives, challenges, and relevant metrics, and will jointly develop a technical strategy plan. The TAM will also be available during monthly

scheduled sessions to provide general guidance to support execution of the technical strategy roadmap.

A TAM may be assigned to support up to 20 Premier customers simultaneously. A TAM will spend approximately 5% of their time on each account as a standard.

1.3.1 The Technical Strategy Program Management structure and Deliverables for Premier Plus are described below:

Activity	Purpose	Deliverable(s)	Frequency
Program Orientation	A structured Kick Off meeting will be conducted to present the goals and Deliverables of the program. This Kick Off will be coordinated with the Customer Success Manager (CSM) and aligned with the account's Success Plan.	<ul style="list-style-type: none"> <li>• Account Context Summary</li> <li>• Stakeholder Contact List</li> <li>• TAM Partnership Overview + Engagement Agreement</li> </ul>	Annual
Technology Assessment & Strategy Documentation	The TAM leverages these assessments to deliver tailored recommendations to improve the customer experience while driving strategic decisions. This knowledge not only helps meet current customer needs but also positions Zendesk to anticipate future requirements, developing strategies for efficient integration with existing systems, thereby positioning the client for sustained success.	<ul style="list-style-type: none"> <li>• Technical Roadmap (Living Document):</li> <li>• Version 1.0: Initial comprehensive assessment</li> <li>• Version 2.0: Annual refresh with progress updates</li> <li>• Version 3.0: Next annual refresh, etc.</li> </ul>	Annual
Zendesk Product Roadmap	Provide a semiannual product roadmap to preview upcoming releases. These briefings will offer advance visibility into upcoming features and strategic direction, with the purpose of increasing product adoption.	<ul style="list-style-type: none"> <li>• Product Adoption Plan + Feature Roadmap</li> </ul>	Semi-annual
Strategy & Solutioning Sessions	Monthly access to expert guidance in an efficient format. Regular engagements provide shared learning opportunities, and strategic guidance for clients in these planned	<ul style="list-style-type: none"> <li>• Session Summary with Tactical Recommendations</li> </ul>	Monthly

	sessions. During these sessions, key questions will be addressed, and further guidance on how to use Zendesk will be provided.		
Technical Strategy Review Session	Review the customers progress on any initiatives, adoption and changes that have taken place. Provide additional insights on their use of the platform and recommended way forward.	<ul style="list-style-type: none"> <li>• Technical Progress Report with Strategic Alignment Assessment</li> </ul>	Semi-annual

Resources will be available during mutually established normal business hours in a single designated time zone. This will be 9am – 5pm in the time zone mutually agreed upon during the program orientation; Monday through Friday, excluding National Holidays for the allocated Resource (collectively “Business Week”).

In this program, the TAM will be available only during the execution of activities described above. Strategy and Solutioning Sessions monthly sessions will be planned in advance between the Customer and the TAM.

### **Premier Enterprise EAC**

As of the Service Start Date listed on the Order Form referencing Customer’s purchase of Premier Enterprise EAC, the features and functionality detailed below will be provided to Customer. Zendesk reserves the right, at its sole discretion, to update the Premier Enterprise EAC features and functionality, but agrees that the features and functionality will not be materially decreased during the Subscription Term.

Charges for Premier Enterprise EAC will be automatically adjusted at renewal to correspond with Customer’s then current subscribed Services.

As used herein, the following Service name references also include the noted functionality available within Zendesk Suite Service Plans (as those terms are defined in the Service-Specific Terms found here:

<https://support.zendesk.com/hc/en-us/articles/360047508453-Supplemental-terms-Zendesk-s-service-specific-terms>):

- Zendesk Support references also refer to Ticketing System Functionality within Zendesk Suite
- Zendesk Guide references also refer to Help Center Functionality within Zendesk Suite

- Zendesk Gather references also refer to Community Forum Functionality within Zendesk Suite
- Zendesk Chat references also refer to Live Chat Functionality within Zendesk Suite
- Zendesk Explore references also refer to reporting and analytics functionality within Zendesk Suite
- Zendesk Talk references also refer to voice functionality within Zendesk Suite
- Zendesk Messaging references refer to messaging integration within Zendesk Suite

## 1.1 Expert Access Catalog (EAC)

The Zendesk Expert Access Catalog includes distinct sessions with a Zendesk subject matter expert relating to any product within the Zendesk Suite. Deliverables for these Sessions are outlined in the Premier Expert Catalog, which will be separately provided to Customer. As part of the process, Customer will submit a question ahead of time and then be connected directly to a Zendesk subject matter expert.

Concurrency: Customer may schedule up to 2 Expert Access Sessions concurrently.

Customer must request Expert Access sessions through the Expert Access intake, and may use Expert Access sessions to discuss in-scope activities which include configuration or integration guidance with clear summarization in a follow-up email, and in some cases Go-Forward recommendation documents or an Assessment Readout. Additional in-scope activities will be communicated to Customer upon signature.

Customer should allow up to 5 business days of lead time between the point of request and delivery of the session. This delivery timeline is not guaranteed, and will be delivered on a best efforts basis.

### 1.1.1 Scope

Within the scheduled sessions, Customer may complete the following tasks (subject to estimation by Zendesk):

- General guidance for out of the box Zendesk features and Zendesk Suite of products:
  - Ideation and consultation on industry best practices and approaches
  - Workflow design and optimization
  - Business rule design and configuration guidance (including views, macros, triggers, and automations, etc.)
  - Guidance on creation of Zendesk Explore reporting (custom metrics, custom attributes, report building and formating)
  - Guidance for installation of apps built by Zendesk using standard functionality (no scripting or development required)
  - Recommendations for existing apps and alternatives based on Customer use cases
  - Pre-built Zendesk integration implementation (including Salesforce, Jira, PowerBI, etc)
- Technical guidance for integrations and programmatic extension of Zendesk:

- Help center & Zendesk widget guidance (including Host mapping, authentication, SSO guidance, webform customization etc.) \*excluding themes not built by Zendesk
- Guidance on developer and integration tools (SunCo, ZIS, Webhooks, Liquid Markup, APIetc.)
- Zendesk Apps Framework
- Custom Objects integrating 3rd party bots

## 1.1.2 Out of Scope

The tasks listed as in scope above are the only activities in scope for the Zendesk Premier Access package. For the avoidance of any doubt, the following services are explicitly out of scope:

- Development or deployment of any new custom code or scripts
- Implementation or Launch
- Ongoing program management / engagement management for customer projects
- Any migration, manipulation, creation, deletion, or updates of Customer user data
- Translation services
- Professional Services related to non-Suite products or Third Party Products
- Formal enablements (e.g. Zendesk Certifications or live training events), Advanced AI Agents, Copilot or WEM, development or deployment of any new custom code or scripts

## 1.2 Premier Enterprise Support

### 1.2.1 Premier Support Engineer

Zendesk will provide a named Premier Support Engineer ("PSE") within 45 days of the Service Availability Commencement Date (defined below). The PSE will serve as Customer's primary contact for delivery of support services across all Zendesk Services. All requests will route to the global PSE Team. "PSE Team" means the group of Zendesk support advocates who provide customer support to Premier Enterprise customers.

### 1.2.2 Premier Support Deliverables

Customer's PSE Team will work to provide the following Premier Support Services for so long as Customer maintains an active subscription to the Premier Enterprise subscription:

- Prioritization of technical issues on Support Requests.
- Maintain a high-level developer profile of all enabled Third-Party Products on Customer's Account(s) (including apps, integrations, and critical extended services) sufficient to monitor Customer's most complex Zendesk product usage. This profile is intended to be a light-touch summary and does not represent a comprehensive mapping of Customer's full implementation. Customer agrees to provide timely updates to ensure the accuracy of the profile.
- Zendesk Support Service Custom Application consultation for applications that reside within the Zendesk Service framework. Collectively this includes troubleshooting and exception handling on the Zendesk app and Zendesk API functions specific to Customer's implementation. Zendesk does not support or

troubleshoot custom applications themselves, including any client-side code or functionality outside Zendesk's control. Customer will remain responsible for troubleshooting of app code that communicates or utilizes functions, including but not limited to APIs, not controlled by Zendesk.

- Provide feedback to other Zendesk departments on Customer's behalf.
- Facilitation of enrollment for proactive service notification assets
  - Enrollment and identification of Customer's Authorized Agents (as defined below)
  - Establish proactive Support Request notification(s) technical contacts or designated distribution list(s) within Customer
  - Additional Zendesk resources can be found through the following channels:
    - Service Notifications:  
<https://help.zendesk.com/hc/en-us/sections/206226927>
    - Zendesk Service Status Page: <https://status.zendesk.com/>
- Provide a monthly service review on Customer's usage, customer service trends, and optimization opportunities, including the following metrics:
  - Customer Satisfaction
  - Product Area
  - Resolution Type
  - First Reply Time
  - Requester Wait Time
- Provide enhanced support coverage during identified peak periods, including but not limited to holiday seasons and major events. Such coverage may include increased resource allocation, extended support hours, and priority incident management. Customer will notify the PSE of anticipated peak periods at least 30 days in advance to enable timely implementation of necessary support measures. Such notice is the Customer's responsibility to ensure effective coverage.

## 1.2.3 Premier Enterprise Support Requests

Premier Enterprise Support Requests (defined below) will be submitted by Customer following the Business Impact Protocol process specified in Section 1.2.3.3. The Premier Support Engineer will work collaboratively with the broader Zendesk support team to facilitate efficient Premier Enterprise Support Request resolution.

1.2.3.1 Subject to Zendesk's right to suspend Customer's access to and use of the applicable Services under the Agreement, Zendesk will use commercially reasonable efforts to meet the Premier support and availability commitments specified herein (the "Premier Service Level Commitments"). The sole and exclusive remedy for any breach of any Premier Service Level Commitments is as stated herein. During the Subscription Term, Zendesk will respond to Customer's Premier Enterprise Support Requests for the Zendesk Measured Services and assign an appropriate level of support based on the Business Impact (as defined in Section 1.2.3.3 below).

A "Premier Enterprise Support Request" means a request for support assistance submitted by an Authorized Agent (as defined below) associated with the features, functionality or operation of the Zendesk Measured Services as it impacts an Agent.

Multiple support tickets related to substantially the same occurrence or subject matter will be deemed a single Premier Enterprise Support Request. The "Zendesk Measured Services" includes the following Services: (i) Zendesk Support; (ii) Zendesk Guide; (iii) Zendesk Gather; (iv) Zendesk Chat, and (v) Zendesk Sell, as well as (vi) Sunshine Conversations.

1.2.3.2 To ensure appropriate Premier Enterprise Support Request triage and prioritization, Customer must: (i) contact the Zendesk Advocacy team to generate an Premier Enterprise Support Request ticket; and (ii) communicate a Business Impact. For purposes of ticket submission and Business Impact prioritization, tickets may only be submitted through supported Zendesk Premier Enterprise Support Channels listed below:

1. Messaging via in-product "Help" widget\*,
2. Webform via the Zendesk Help Center\*, and
3. Premier Customer Support Request via phone. The Premier Customer Support Phone Number will be provided during onboarding and will serve as the "Premier Customer Support Hotline"
4. For customers who do not have access to a Zendesk instance [Sunshine Conversations standalone], their Premier Enterprise support requests go to conversations-support@zendesk.com

\*as described on

<https://support.zendesk.com/hc/en-us/articles/360026614173-Contacting-Zendesk-Customer-Support>

Tickets submitted outside of the Zendesk Premier Enterprise Customer Support Channels, including via email, will not be subject to the Business Impact Protocol.

1.2.3.3 Business Impact Protocol:

Business Impact	Response Time Objective	Response Time Coverage
Critical  Definition: Issue disrupts a Primary Communication Function or compromises the security/integrity of Service Data. The disruption is ongoing, the need for resolution is acutely time-sensitive, with no reasonable workaround available until the issue is resolved. Critical impacts are ones that impact Customer's Agents and/or End-Users in Customer's production ("live") environment, where Customer's current	30 minute first reply with a continual 30 minute reply cadence until Business Impact is downgraded or Premier Enterprise Support Request is solved.	24x7x365

<p>business occurs, but not in sandbox, beta or other environments where future capabilities are being evaluated or tested.</p>		
<p><b>Major</b></p> <p>Definition: Issue degrades a Primary Communication Function or significantly disrupts or degrades Customer's Normal Business Operations. The issue is occurring in Customer's production environment and is highly time-sensitive and/or significant unplanned effort is required to workaround the issue to maintain Normal Business Operations.</p>	<p>60 minute first reply with a continual 60 minute reply cadence until Business Impact is downgraded or Premier Enterprise Support Request is solved.</p>	<p>24x7x365</p>
<p><b>Moderate</b></p> <p>Definition: Issue slows Normal Business Operations or has caused a loss of functionality Customer relies on for Normal Business Operations. Alternatively, the issue is occurring in a testing, beta or sandbox environment and will delay the implementation of new functionality to improve Normal Business Operations. Resolution has some time-sensitivity but the issue can be worked around without extraordinary effort.</p>	<p>Not applicable</p>	<p>24x7x365</p>
<p><b>Minor/Limited</b></p> <p>Definition: Issue or request is informational in nature, and its resolution will not directly impact Customer's Normal Business Operations. Alternatively, it is occurring in a testing or beta environment and does not impact a planned release.</p>	<p>Not applicable</p>	<p>24x7x365</p>

A Primary Communication Function means a business function that facilitates direct interaction with Customer's End Users. Primary Communication Functions include inbound and outbound messaging via any communication channel Customer uses in Customer's Zendesk Account (e.g. email, messaging, chat, voice, Facebook, etc) as well as the maintenance of an accurate record of those interactions.

Normal Business Operations means all other operations, processes, or activities for which Customer's Agents use the Services that do not require direct interaction between Agents and End Users. Normal Business Operations include automating ticket assignments, voice call routing, customization of Agent views, and running reports on tickets.

#### 1.2.3.4 Exclusions to Business Impact Protocol:

Only Agents that are designated by Customer as authorized contacts ("Authorized Agents") will have their Premier Enterprise Support Requests categorized and responded to in accordance with the Business Impact Protocol. Authorized Agents are the sole liaisons between Customer and Zendesk for Premier support purposes. Inquiries from Agents who are not Authorized Agents may be directed to Customer's Authorized Agents for certain issues like password resets or other access issues. Customer's Authorized Agents must have, at a minimum, initial basic and applicable product training and, as needed, supplemental training appropriate for specific role or implementation phase, specialized product usage, and/or migration. Customer's technical contacts must be trained on and be knowledgeable about Zendesk support and Customer's Zendesk environment in order to help resolve system issues and to assist Zendesk in analyzing and resolving Premier Enterprise Support Requests. To avoid interruptions in support services, Customer must notify Zendesk whenever Authorized Agent responsibilities are transferred to another individual. Customer may designate 5 primary and up to 15 backup Authorized Agents.

#### 1.2.3.5 Only the Zendesk Measured Services are subject to the Business Impact protocol. Some extended functionality may not qualify for the protocol, such as:

- Developer Support;
- Customized applications;
- Assistance with Third-Party Products or Zendesk Labs apps; and
- Assistance with custom code.

#### 1.2.3.6 Business Impact Protocol responses are available in **English only**.

#### 1.2.3.7 The Business Impact Protocol applies to product Premier Enterprise Support Requests only. Issues related to billing, renewals, or services engagements are excluded.

1.2.4 Service Incidents Exception. In the event of a Service Incident, the Response Time Objective will not apply and instead Zendesk will implement its Service Incident communication process. A "Service Incident" is an unplanned event affecting multiple Zendesk Customers where the Services are unavailable or performance of the Services is degraded as to render the Services unusable.

1.2.5 If Zendesk fails to achieve the Response Time Objective for more than 1 Premier Enterprise Support Request in any 3 month period, then, upon Customer's request, Zendesk will deliver to Customer a plan of corrective action. Zendesk will discuss its proposed course of corrective action with Customer and Customer may make commercially reasonable requests to Zendesk to supply additional resources that are

reasonably designed to improve the Response Time Objective. Zendesk will take commercially reasonable efforts to implement the corrective action.

1.2.6 In the event that Zendesk fails to achieve the Response Time Objective for over 10% of its required replies to Customer's Premier Enterprise Support Requests in each month for 3 consecutive months (a "Chronic Response Time Objective Failure"), Customer will, within 30 days following the occurrence of such Chronic Response Time Objective Failure in the third consecutive month, have the right to terminate Customer's subscription to the Service upon 30 days written notice to Zendesk. Upon a termination for Chronic Response Time Objective Failure, Zendesk will, upon request, refund Customer, on a prorated basis, any Charges for the Service paid in advance to Zendesk for the corresponding unused portion of Customer's Subscription Term on a pro rata basis. The commitments and obligations stated herein apply exclusively to the Response Time Objective; and, Zendesk makes no representation, warranty or commitment as to timing of resolution or ability to resolve any Premier Enterprise Support Request. Nothing in these Supplemental Terms will be deemed to modify or limit the disclaimer of warranties stated elsewhere in the Agreement.

## 1.2.7 Applicability of Premier Enterprise Service Level Commitments.

1.2.7.1 These features and functionality will only be available if Customer has subscribed to Premier Customer Support (and remains subscribed to this Service without any downgrade in Customer's Service Plan) to which these Premier Service Level Commitments are expressly provided (as described herein).

1.2.7.2 For non-Suite customers, the Response Time Objectives stated in these features and functionality will be applied independently to the Zendesk Measured Services, as applicable. If Customer subscribes to non-Suite Zendesk Measured Services, failure to achieve the applicable Response Time Objective for Zendesk Support will not entitle Customer to any remedy with respect to Zendesk Chat. Similarly Zendesk's failure to achieve the applicable Response Time Objective for Zendesk Chat will not entitle Customer to any remedy with respect to Zendesk Support. Customers who purchase the Zendesk Suite and experience outages with respect to the Zendesk Measured Services within the Suite will have Service Credits calculated off of their total Charges for the Zendesk Suite during the impacted month.

## 1.2.8 Service Availability.

1.2.8.1 Subject to Zendesk's right to suspend Customer's access to and use of the applicable Services under the Agreement and Customer's purchase of the Add-On, Zendesk will use commercially reasonable efforts to meet the Service Level Commitments specified in this Section. The sole and exclusive remedy for any breach of any Service Level Commitments will be stated herein.

1.2.8.2 Commencing 90 days after the Effective Date ("Service Availability Commencement Date") Zendesk will guarantee at least 99.9% "Service Availability" for the following Zendesk Services: (i) Zendesk Support; (ii) Zendesk Guide; (iii) Zendesk

Gather; (iv) Zendesk Chat; and (v) Sunshine Conversations, respectively (hereinafter referred to as the, "Zendesk Availability Measured Services" for the purposes of these features), on a per calendar month basis during the Subscription Term. Service Availability is determined by the availability of the "Representative Service Components" of the Zendesk Availability Measured Services, respectively, as measured by Zendesk utilizing a testing service implemented by Zendesk. The Representative Service Components of the Zendesk Availability Measured Services include the following:

For Zendesk Support, Zendesk Guide, Zendesk Gather, and Sunshine Conversations [SunCo] (the "Representative Zendesk Support/Guide/Gather/SunCo Components"):

- (i) Customer's Account as identified by their subdomain through monitoring of the associated infrastructure for Zendesk Support; and
- (ii) The Zendesk REST API for Zendesk Support, Zendesk Guide, and Zendesk Gather only.

For Zendesk Chat (the "Representative Zendesk Chat Components"):

- (i) Customer's Account portal as identified by: <https://{{Customer}}.zopim.com> for Zendesk Chat.

For Sunshine Conversations (the "Representative SunCo Components"):

- (i) Zendesk Sunshine Conversations platform or Zendesk Sunshine Conversations API

1.2.8.3 Service Availability is measured on a percentage basis as the percentage of tests during a monthly testing period in which the applicable Representative Service Components are determined to be available to the Customer's Account. If Customer utilizes the "Hub + Spoke" feature available in certain Zendesk Support Service Plans, Zendesk Support Service Availability will be measured solely against the "hub" (and not any of the "spokes") within Customer's Zendesk Support Account. For avoidance of doubt, the monthly testing period will not include any time period during which Customer's Zendesk Availability Measured Services Account(s) is subject to a "Permitted Suspension." The failure of any Representative Service Components to be available during any such Permitted Suspension will not be deemed a lack of Service Availability. Trial, sandbox, beta and other test environments for Zendesk Availability Measured Services are expressly excluded from all Premier Service Level Commitments. In addition, Zendesk does not guarantee, nor do these Premier Service Level Commitments apply to the availability of Internet service providers employed by Customer or any other network, service or application (including, without limitation, Third-Party Products) not owned or controlled by Zendesk.

1.2.8.4 Permitted Suspensions mean all times during which the applicable Representative Zendesk Service Components are unavailable to Customer's Account as a result of Force Majeure, Planned Downtime not exceeding 4 hours in a calendar month, or any

suspension or termination of Customer's rights to access or use the Service implemented by Zendesk in accordance with the Agreement.

"Planned Downtime" has the meaning stated in the Agreement. If not defined, the term means planned downtime for upgrades and maintenance to the Services scheduled in advance of such upgrades and maintenance.

1.2.8.5 Zendesk measures Service Availability utilizing its own system logs and other records and will report such Service Availability (on a calendar monthly basis) for the 3 most recent completed calendar months) to Customer in good faith, upon Customer's written request, not more than once per calendar month (a "Requested Report"). Customer may request a Requested Report within the 30 day period following the end of an Impacted Month (as defined in Section 1.2.8.6).

1.2.8.6 If Service Availability is less than 99.9% in any calendar month (the "Impacted Month") during the Subscription Term, Customer will be entitled to claim a service credit (a "Service Credit").

1.2.8.7 To be eligible for a Service Credit, Customer must make a request by emailing Zendesk at [servicecredit@zendesk.com](mailto:servicecredit@zendesk.com) within 60 days following the end of the Impacted Month. Any Service Credit will solely be applicable against Charges for the Service otherwise subsequently payable by Customer in the current or a future Subscription Term; provided that such Service Credit must be used by Customer within 1 year of the Service Credit being issued by Zendesk. No refunds (cash or otherwise) will be provided in exchange for Service Credits. No Service Credit is available if the Customer is past due or in default with respect to any payment or in material breach of the Agreement when the Service Credit is claimed.

1.2.8.8 The Service Credit will be calculated as a percentage of the Charges for Zendesk Support, Zendesk Guide, Zendesk Gather, or Zendesk Chat, as well as Sunshine Conversations, during the Impacted Month as follows:

Service Availability	Service Credit (Percentage of Service Charges for Impacted Month)
Greater than or equal to 99.9%	0%
Less than 99.9% and greater than or equal to 99.75%	10%
Less than 99.75% and greater than or equal to 99.5%	20%

Less than 99.5% and greater than or equal to 99.0%	30%
Less than 99.0% and greater than or equal to 98.0%	40%
Less than 98.0% and greater than or equal to 95.0%	50%
Less than 95.0%	100%

1.2.8.9 For purposes of calculating the foregoing Service Credits, Customer's Charges for the Zendesk Availability Measured Services will be deemed to be prorated equally over the relevant Subscription Term; provided that Charges for the Zendesk Availability Measured Services for any additional Agents authorized with a coterminal Subscription Term will be prorated only over the period such Agents were authorized during the Subscription Term.

1.2.8.10 If a Customer has more than one authenticated Account for Zendesk Support (a "Multi-Account Customer") that is subject to the Agreement, Service Availability and Service Credits will be determined on a per Account basis. If a Multi-Account Customer is not subject to Charges on a per Account basis, the Charges for Zendesk Support applicable to a specific Account will be determined by the pro-rata number of authorized Agents available under such Account relative to all of the Multi-Account Customer's Accounts or by another reasonable and equitable method for allocating the Charges for Zendesk Support.

1.2.8.11 In addition to Service Credits, in the event that the Service Availability per calendar month is less than 99.5% in any 3 consecutive calendar months (a "Chronic Service Failure"), Customer will, within 30 days following the occurrence of such Chronic Service Failure, have the right to terminate Customer's subscription to the affected Service upon 30 days written notice to Zendesk. Upon termination for Chronic Service Failure, Zendesk will, upon request, repay Customer, on a prorated basis, any Charges for the Zendesk Availability Measured Services (other than Charges for Deployed Associated Services) previously paid to Zendesk for the corresponding unused portion of Customer's Subscription Term.

### **1.3 Technical Strategy Program Management**

Commencing up to 45 days after the Service Start Date, Zendesk will assign a Technical Account Manager ("TAM") to serve as Customer's primary Zendesk technical contact during the Subscription Term.

The Customer is entitled to TAM coverage without specific instance limits. However, Zendesk reserves the right to limit coverage in the case of multiple instances or highly complex instances.

## Technical Account Manager

The Technical Account Manager ("TAM") serves as a general Technical Advisor to the Customer. The TAM will collaborate with the Customer to assess the current state of the Customer's architecture, strategic objectives, challenges, and relevant metrics, and will jointly develop a technical strategy plan. The TAM will also assist the Customer in implementing the technical strategy plan by helping to remove obstacles and providing general guidance to support execution of the technical strategy roadmap.

A TAM may be assigned to support up to 5 Premier customers simultaneously. A TAM will allocate approximately 20% of their time to each Premier Enterprise account as standard.

1.3.1 The Technical Strategy Program Management structure and Deliverables for Premier Enterprise are described below:

Activity	Purpose	Deliverable(s)	Frequency
Program Orientation	Comprehensive enterprise Kick Off with executive stakeholder mapping, technical assessment, and cross-functional alignment to accelerate time-to-value.	<ul style="list-style-type: none"> <li>• Account Context Summary (simple internal doc)</li> <li>• Stakeholder Contact List (basic spreadsheet)</li> <li>• Executive TAM Partnership Overview + Strategic Alignment Plan (5-8 pages)</li> </ul>	Annual
Technology Assessment & Strategy Documentation	Create a future-ready CX ecosystem through holistic architecture assessment, integration planning, and security compliance validation to support business transformation.	<ul style="list-style-type: none"> <li>• Strategic Plan &amp; Technology Roadmap (Living Document):</li> <li>• Version 1.0: Initial comprehensive strategy</li> <li>• Version 1.5: 6-month refresh and updates</li> <li>• Version 2.0: Annual major refresh</li> <li>• Version 2.5: 18-month refresh, etc.</li> </ul>	Semi-annual
Program & Risk Management	Transform operations through focused strategic initiatives,	<ul style="list-style-type: none"> <li>• Program + Risk Assessment Report</li> </ul>	Monthly

	structured program development, and optimization frameworks to increase efficiency and business impact.		
Zendesk Product Roadmap	Provide executive-level roadmap reviews with impact analysis to maximize investments and drive adoption. TAM will partner with clients on early access programs and capture their feedback to influence future development.	<ul style="list-style-type: none"> <li>Strategic Innovation Plan + Feature Roadmap</li> </ul>	Quarterly
Strategy & Solutioning Sessions	Ensure mission-critical system success through strategic advisory sessions, complex workflow design, and proactive risk management.	<ul style="list-style-type: none"> <li>Strategic Session Report with implementation Guidance</li> </ul>	Weekly
Enterprise Platform Management	Ensure seamless integration between Zendesk teams, client teams, and external partners through structured cross-functional collaboration. Optimize performance and scalability through proactive guidance and continuous improvement recommendations.	<ul style="list-style-type: none"> <li>Platform Health Snapshot + Optimization Plan</li> </ul>	Quarterly
Technical Strategy Review Session	Review the customers progress on any initiatives, adoption and changes that have taken place. Give additional insights on their use of the platform and recommended way forward.	<ul style="list-style-type: none"> <li>Monthly Technical Progress Report</li> </ul>	Monthly

Resources will be available during mutually established normal business hours in a single designated time zone. This will be 9am – 5pm in the time zone mutually agreed upon during the program orientation; Monday through Friday, excluding National Holidays for the allocated Resource (collectively "Business Week").

In this program, the TAM will be available only during the execution of activities described above and upon agreement between the TAM and the Customer stakeholders, as long as it respects the scope defined in this document and maximum allocation time.

## **Zendesk Description of Certification Services**

All certification services described herein are provided under the Order Form referencing the purchased Professional Services. The Order Form will reference the number of master or specialist certification exams purchased.

Zendesk will provide Customer access to a Zendesk Certification offering as described in the activities below. *Click the offering title to view a full list of available offerings, inclusive of their description. Customer will be redirected to Zendesk's learning management system at [training.zendesk.com](https://training.zendesk.com):*

### Zendesk Certification Offerings

Charges paid for Zendesk certification exams are non-refundable. This includes cancellations. Customer may reschedule an exam through Zendesk's 3rd-party testing provider anytime before the scheduled test without penalty. If a scheduled test time is missed, rescheduling will no longer be an option and a refund will not be provided. Each certification purchased allows for 1 exam attempt.

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### Add-on: Add Support Admin Certification Exam to a Package

Zendesk will provide Customer with Support Admin Certification Exam promo code for redemption by submitting a ticket to [certification@zendesk.com](mailto:certification@zendesk.com). The promo code and instructions for redemption will be delivered via email within 2 business days of the Effective Date. Certification promo code must be redeemed for Support Admin Certification Exam within 365 days from the date of issue. Any certification promo code not redeemed within said 365 day period from the date of issue will expire with no further credit or refund and will have no value thereafter.

Eligibility: This Add-on can only be purchased in conjunction with a Zendesk Fundamentals, Zendesk Launch Lite, Zendesk Launch Core, or Zendesk Optimization package. Add-on activities include:

- Access to Exam Prep Materials
  - [Support Administrator Certification Guide](#)
- Support Admin Certification Exam (1 seat)
  - Exam consists of 78 multiple choice questions
  - Customer is allotted 105 minutes to take exam

Engagement Assumptions:

- Certification exam will be administered in English
- Customer may take exam either on-site in a testing center or online in a proctored environment
- Customer must pass exam with 65% or higher to become certified
- Customer will receive exam result and topic-level performance feedback immediately following completion of the exam
- Upon passing, Customer will receive access to a Zendesk certified logo for use on social media, email footer, business cards, etc.
- If Customer does not pass exam, additional exam promo codes for may be purchased at full cost from [training.zendesk.com](#)

Refunds, Cancellations, and Reschedules:

Charges paid for Zendesk certification exams are non-refundable. This includes cancellations. Customer may reschedule an exam through Zendesk's 3rd-party testing provider anytime before the scheduled test without penalty. If a scheduled test time is missed, rescheduling will no longer be an option and a refund will not be provided. Each certification purchased allows for 1 exam attempt.

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**Add-on: Add App Developer I Certification Exam to a Package**

Zendesk will provide Customer with App Developer I Certification Exam promo code for redemption by submitting a ticket to [certification@zendesk.com](mailto:certification@zendesk.com). The promo code and instructions for redemption will be delivered via email within 2 business days of the Effective Date. Certification promo code must be redeemed for App Developer I Certification Exam within 365 days from the date of issue. Any certification promo code not redeemed within said 365 day period from the date of issue will expire with no further credit or refund and will have no value thereafter.

Eligibility: This Add-on can only be purchased in conjunction with a Zendesk Fundamentals, Zendesk Launch Lite, Zendesk Launch Core, or Zendesk Optimization package. Add-on activities include:

- Access to Exam Prep Materials
  - [App Developer I Certification Guide](#)
- App Developer I Certification Exam (1 seat)
  - Exam consists of 65 multiple choice questions
  - Customer is allotted 90 minutes to take exam

#### Engagement Assumptions:

- Certification exam will be administered in English
- Customer may take exam either on-site in a testing center or online in a proctored environment
- Customer must pass exam with 69% or higher to become certified
- Customer will receive exam result and topic-level performance feedback immediately following completion of the exam
- Upon passing, Customer will receive access to a Zendesk certified logo for use on social media, email footer, business cards, etc.
- If Customer does not pass exam, additional exam promo codes for may be purchased at full cost from [training.zendesk.com](#)

#### Refunds, Cancellations, and Reschedules:

Charges paid for Zendesk certification exams are non-refundable. This includes cancellations. Customer may reschedule an exam through Zendesk's 3rd-party testing provider anytime before the scheduled test without penalty. If a scheduled test time is missed, rescheduling will no longer be an option and a refund will not be provided. Each certification purchased allows for 1 exam attempt.

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#### Add-on: Add Zendesk Guide Specialist Certification Exam to a Package

Zendesk will provide Customer with Guide Specialist Certification Exam promo code for redemption by submitting a ticket to [certification@zendesk.com](mailto:certification@zendesk.com). The promo code and instructions for redemption will be delivered via email within 2 business days of the Effective Date. Certification promo code must be redeemed for Specialist Certification Exam within 365 days from the date of issue. Any certification promo code not redeemed within said 365 day period from the date of issue will expire with no further credit or refund and will have no value thereafter.

Eligibility: This Add-on can only be purchased in conjunction with a Zendesk Fundamentals, Zendesk Launch Lite, Zendesk Launch Core, or Zendesk Optimization package. Add-on activities include:

- Access to Exam Prep Materials
  - [Guide Specialist Certification Guide](#)
- Guide Specialist Certification Exam (1 seat)
  - Exam consists of 31 multiple choice questions
  - Customer is allotted 45 minutes to take exam

Engagement Assumptions:

- Certification exam will be administered in English
- Customer may take exam online in a proctored environment
- Customer must pass exam with 67% or higher to become certified
- Customer will receive exam result and topic-level performance feedback immediately following completion of the exam
- Upon passing, Customer will receive access to a Zendesk certified logo for use on social media, email footer, business cards, etc.
- If Customer does not pass exam, additional exam promo code for may be purchased at full cost from [training.zendesk.com](https://training.zendesk.com)

Refunds, Cancellations, and Reschedules:

Charges paid for Zendesk certification exams are non-refundable. This includes cancellations. Customer may reschedule an exam through Zendesk's 3rd-party testing provider anytime before the scheduled test without penalty. If a scheduled test time is missed, rescheduling will no longer be an option and a refund will not be provided. Each certification purchased allows for 1 exam attempt.

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**Add-on: Add Explore CX Analyst Certification Exam to a Package**

Zendesk will provide Customer with Explore CX Analyst Certification Exam promo code for redemption by submitting a ticket to [certification@zendesk.com](mailto:certification@zendesk.com). The promo code and instructions for redemption will be delivered via email within 2 business days of the Effective Date. Certification promo code must be redeemed for the Explore CX Analyst Exam within 365 days from the date of issue. Any certification promo code not redeemed within said 365 day period from the date of issue will expire with no further credit or refund and will have no value thereafter.

Eligibility: This Add-on can only be purchased in conjunction with a Zendesk Fundamentals, Zendesk Launch Lite, Zendesk Launch Core, or Zendesk Optimization package. Add-on activities include:

- Access to Exam Prep Materials
  - [Explore CX Analyst Certification Guide](#)
- Explore CX Analyst Certification Exam (1 seat)
  - Exam consists of 67 multiple choice questions
  - Customer is allotted 90 minutes to take exam

Engagement Assumptions:

- Certification exam will be administered in English
- Customer may take exam either on-site in a testing center or online in a proctored environment
- Customer must pass exam with 61% or higher to become certified
- Customer will receive exam result and topic-level performance feedback immediately following completion of the exam
- Upon passing, Customer will receive access to a Zendesk certified logo for use on social media, email footer, business cards, etc.
- If Customer does not pass exam, additional exam promo codes for may be purchased at full cost from [training.zendesk.com](#)

Refunds, Cancellations, and Reschedules:

Charges paid for Zendesk certification exams are non-refundable. This includes cancellations. Customer may reschedule an exam through Zendesk's 3rd-party testing provider anytime before the scheduled test without penalty. If a scheduled test time is missed, rescheduling will no longer be an option and a refund will not be provided. Each certification purchased allows for 1 exam attempt.

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**Add-on: Add Chat Specialist Certification Exam to a Package**

Zendesk will provide Customer with Chat Specialist Certification Exam promo code for redemption by submitting a ticket to [certification@zendesk.com](mailto:certification@zendesk.com). The promo code and instructions for redemption will be delivered via email within 2 business days of the Effective Date. Certification promo code must be redeemed for the Chat Specialist Certification Exam within 365 days from the date of issue. Any certification promo code

not redeemed within said 365 day period from the date of issue will expire with no further credit or refund and will have no value thereafter.

Eligibility: This Add-on can only be purchased in conjunction with a Zendesk Fundamentals, Zendesk Launch Lite, Zendesk Launch Core, or Zendesk Optimization package. Add-on activities include:

- Access to Exam Prep Materials
  - [Chat Specialist Certification Guide](#)
- Chat Specialist Certification Exam (1 seat)
  - Exam consists of 31 Multiple Choice questions
  - Customer is allotted 45 minutes to take exam

Engagement Assumptions:

- Certification exam will be administered in English
- Customer may take exam online in a proctored environment
- Customer must pass exam with 64.5% or higher to become certified
- Customer will receive exam result and topic-level performance feedback immediately following completion of the exam
- Upon passing, Customer will receive access to a Zendesk certified logo for use on social media, email footer, business cards, etc.
- If Customer does not pass exam, additional exam promo codes for may be purchased at full cost from [training.zendesk.com](#)

Refunds, Cancellations, and Reschedules:

Charges paid for Zendesk certification exams are non-refundable. This includes cancellations. Customer may reschedule an exam through Zendesk's 3rd-party testing provider anytime before the scheduled test without penalty. If a scheduled test time is missed, rescheduling will no longer be an option and a refund will not be provided. Each certification purchased allows for 1 exam attempt.

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**Add-on: Add Talk Specialist Certification Exam to a Package**

Zendesk will provide Customer with Talk Specialist Certification Exam promo code for redemption by submitting a ticket to [certification@zendesk.com](mailto:certification@zendesk.com). The promo code and instructions for redemption will be delivered via email within 2 business days of the Effective Date. Certification promo code must be redeemed for the Chat Specialist Certification Exam within 365 days from the date of issue. Any certification promo code

not redeemed within said 365 day period from the date of issue will expire with no further credit or refund and will have no value thereafter.

Eligibility: This Add-on can only be purchased in conjunction with a Zendesk Fundamentals, Zendesk Launch Lite, Zendesk Launch Core, or Zendesk Optimization package. Add-on activities include:

- Access to Exam Prep Materials
  - [Talk Specialist Certification Guide](#)
- Talk Specialist Certification Exam (1 seat)
  - Exam consists of 31 Multiple Choice questions
  - Customer is allotted 45 minutes to take exam

Engagement Assumptions:

- Certification exam will be administered in English
- Customer may take exam online in a proctored environment
- Customer must pass exam with 71% or higher to become certified
- Customer will receive exam result and topic-level performance feedback immediately following completion of the exam
- Upon passing, Customer will receive access to a Zendesk certified logo for use on social media, email footer, business cards, etc.
- If Customer does not pass exam, additional exam promo codes for may be purchased at full cost from [training.zendesk.com](#)

Refunds, Cancellations, and Reschedules:

Charges paid for Zendesk certification exams are non-refundable. This includes cancellations. Customer may reschedule an exam through Zendesk's 3rd-party testing provider anytime before the scheduled test without penalty. If a scheduled test time is missed, rescheduling will no longer be an option and a refund will not be provided. Each certification purchased allows for 1 exam attempt.

## Appendix A: Legacy SKUs and Associated Terms

### **[Legacy] Premier Essentials Customer Support**

#### Overview

As of Customer's execution of the Order Form that references Customer's purchase of the Premier Essentials Customer Support, the features and functionality detailed below will be provided to Customer. Zendesk reserves the right, at its sole discretion, to update the Premier Essentials Customer Support features and functionality, but agrees that the features and functionality will not be materially decreased during the Subscription Term.

Charges for Premier Essentials Customer Support will be automatically adjusted at renewal to correspond with Customer's then current subscribed Services.

As used herein, the following Service name references also include the noted functionality available within Zendesk Suite Service Plans (as those terms are defined in the Service-Specific Terms found here:

<https://support.zendesk.com/hc/en-us/articles/360047508453-Supplemental-terms-Zendesk-s-service-specific-terms>:

- Zendesk Support references also refer to Ticketing System Functionality within Zendesk Suite
- Zendesk Guide references also refer to Help Center Functionality within Zendesk Suite
- Zendesk Gather references also refer to Community Forum Functionality within Zendesk Suite
- Zendesk Chat references also refer to Live Chat Functionality within Zendesk Suite
- Zendesk Explore references also refer to reporting and analytics functionality within Zendesk Suite
- Zendesk Talk references also refer to voice functionality within Zendesk Suite
- Zendesk Messaging references refer to messaging integration within Zendesk Suite

#### Technical Support Sessions

Customer will have access to support resource(s) for non-concurrent scheduled and delivered sessions (no more than 1 hour each) covering Zendesk approved topics as published by Zendesk. Zendesk reserves the right to add or remove topics as necessary. Customer will schedule the session through the online Technical Support scheduling mechanisms provided in the Zendesk Premier Essentials Support Channels (defined

below). Zendesk will use commercially reasonable efforts to confirm and schedule the Customer's request. Sessions will be delivered via online conferencing interface with the Customer's Authorized Agents. Customer acknowledges that Technical Support Sessions constitute Professional Services under the Agreement.

## Premier Essentials Support Requests

Premier Essentials Support Requests (defined below) will be submitted by Customer following the Business Impact Protocol process specified in Section 1.3. Zendesk support resource(s) will work collaboratively with the broader Zendesk support team to facilitate efficient Premier Essentials Support Request resolution.

1.1 Subject to Zendesk's right to suspend Customer's access to and use of the applicable Services under the Agreement, Zendesk will use commercially reasonable efforts to meet the Premier Essentials Customer Support support and availability commitments specified herein (the "Premier Essentials Service Level Commitments"). The sole and exclusive remedy for any breach of any Premier Essentials Service Level Commitments is as stated herein. During the Subscription Term, Zendesk will respond to Customer's Premier Essentials Support Requests for the Zendesk Measured Services and assign an appropriate level of support based on the Business Impact (as defined in Section 1.3 below). For purposes of the Agreement, a "Premier Essentials Support Request" will mean a request for support assistance submitted by an Authorized Agent (as defined below) associated with the features, functionality or operation of the Zendesk Measured Services as it impacts an Agent. Multiple support tickets related to substantially the same occurrence or subject matter will be deemed a single Premier Essentials Support Request. The "Zendesk Measured Services" includes the following Services: (i) Zendesk Support; (ii) Zendesk Guide; (iii) Zendesk Gather; (iv) Zendesk Chat, and (v) Zendesk Sell, as well as (vi) Sunshine Conversations.

1.2 To ensure appropriate Premier Essentials Support Request triage and prioritization, Customer must: (i) contact the Zendesk Advocacy team to generate a Premier Essentials Support Request ticket; and (ii) communicate a Business Impact. For purposes of ticket submission and Business Impact prioritization, tickets may only be submitted through supported Zendesk Premier Essentials Support Channels. The "Zendesk Premier Essentials Support Channel" is as follows:

1. Messaging via in-product "Help" widget (as described on
2. For customers who do not have access to a Zendesk instance [Sunshine Conversations standalone], their Premier support requests go to [conversations-support@zendesk.com](mailto:conversations-support@zendesk.com)

Tickets submitted outside of the Zendesk Premier Essentials Support Channel, including via email and chat, will not be subject to the Business Impact protocol.

### 1.3 Business Impact protocol:

Business Impact	Response Time Objective	Response Time Coverage
Critical  Definition: Issue disrupts a Primary Communication Function or compromises the security/integrity of Service Data. The disruption is ongoing, the need for resolution is acutely time-sensitive, with no reasonable workaround available until the issue is resolved. Critical impacts are ones that impact Customer's Agents and/or End Users in Customer's production ("live") environment, where Customer's current business occurs, but not in sandbox, beta or other environments where future capabilities are being evaluated or tested.	30 minute first reply with a continual 30 minute reply cadence until Business Impact is downgraded or Premier Essentials Support Request is solved.	24x7x365

<p><b>Major</b></p> <p>Definition: Issue degrades a Primary Communication Function or significantly disrupts or degrades Customer's Normal Business Operations. The issue is occurring in Customer's production environment and is highly time-sensitive and/or significant unplanned effort is required to workaround the issue to maintain Normal Business Operations.</p>	<p>60 minute first reply with a continual 60 minute reply cadence until Business Impact is downgraded or Premier Essentials Support Request is solved.</p>	<p>24x7x365</p>
<p><b>Moderate</b></p> <p>Definition: Issue slows Normal Business Operations or has caused a loss of functionality Customer relies on for Normal Business Operations.</p> <p>Alternatively, the issue is occurring in a testing, beta or sandbox environment and will delay the implementation of new functionality to improve Normal Business Operations. Resolution has some time-sensitivity but the issue can be worked around without extraordinary effort.</p>	<p>Not applicable</p>	<p>24x7x365</p>
<p><b>Minor/Limited</b></p> <p>Definition: Issue or request is informational in nature, and its resolution will not directly impact Customer's Normal Business Operations.</p> <p>Alternatively, it is occurring in a testing or beta environment and does not impact a planned release.</p>	<p>Not applicable</p>	<p>24x7x365</p>

1.3.1 A Primary Communication Function means a business function that facilitates direct

interaction with End Users. Primary Communication Functions include inbound and outbound messaging via any communication channel Customer uses in its Account (e.g. email, messaging, chat, voice, Facebook, etc) as well as the maintenance of an accurate record of those interactions.

1.3.2 Normal Business Operations means all other operations, processes, or activities for which Customer's Agents use the Services that do not require direct interaction between Agents and End Users. Normal Business Operations include automating ticket assignments, voice call routing, customization of Agent views, and running reports on tickets.

1.3.3 Exclusions to Business Impact protocol:

1.3.3.1 Only Agents that are designated by Customer as authorized contacts ("Authorized Agents") will have their Premier Essentials Support Requests categorized and responded to in accordance with the Business Impact protocol. Authorized Agents are the sole liaisons between Customer and Zendesk for Premier Essentials support purposes. Inquiries from Agents who are not Authorized Agents may be directed to Customer's Authorized Agents for certain issues like password resets or other access issues. Authorized Agents must have, at a minimum, initial basic and applicable product training and, as needed, supplemental training appropriate for specific role or implementation phase, specialized product usage, and/or migration. Customer technical contacts must be trained on and be knowledgeable about Zendesk Premier Essentials Customer Support and Customer's Zendesk environment in order to help resolve system issues and to assist Zendesk in analyzing and resolving Premier Essentials Support Requests. To avoid interruptions in support services, Customer must notify Zendesk whenever Authorized Agent responsibilities are transferred to another individual. Customer may designate 1 primary and up to 4 backup Authorized Agents.

1.3.3.2 Only the Zendesk Measured Services are subject to the Business Impact protocol. Some extended functionality may not qualify for the protocol, such as:

- Developer Support;
- Customized applications;
- Assistance with Third-Party Products or Zendesk Labs apps; and
- Assistance with custom code.

1.3.3.3 Business Impact protocol responses are available in English only.

1.3.3.4 The Business Impact protocol applies to product Premier Essentials Support Requests only. Issues related to billing, renewals, or services engagements are excluded.

1.3.3.5 Service Incidents Exception. In the event of a Service Incident, the Response Time Objective does not apply and instead Zendesk will implement its Service Incident communication process. A "Service Incident" is an unplanned event affecting multiple

Zendesk customers where the Services are unavailable or performance of the Services is degraded as to render the Services unusable.

1.4 If Zendesk fails to achieve the Response Time Objective for more than 1 Premier Essentials Support Request in any 3 month period, then, upon Customer's request, Zendesk will deliver to Customer a plan of corrective action. Zendesk will discuss its proposed course of corrective action with Customer and Customer may make commercially reasonable requests to Zendesk to supply additional resources that are reasonably designed to improve the Response Time Objective. Zendesk will take commercially reasonable efforts to implement the corrective action.

1.5 In the event that Zendesk fails to achieve the Response Time Objective for over 10% of its required replies to Customer's Premier Essentials Support Requests in each month for 3 consecutive months (a "Chronic Response Time Objective Failure"), Customer will, within 30 days following the occurrence of such Chronic Response Time Objective Failure in the third consecutive month, have the right to terminate Customer's subscription to the Service upon 30 days written notice to Zendesk. Upon a termination for Chronic Response Time Objective Failure, Zendesk will, upon request, refund Customer, on a prorated basis, any Charges for the Service paid in advance to Zendesk for the corresponding unused portion of Customer's Subscription Term on a pro rata basis. The commitments and obligations stated herein apply exclusively to the Response Time Objective; and, Zendesk makes no representation, warranty or commitment as to timing of resolution or ability to resolve any Premier Essentials Support Request. Nothing in these Supplemental Terms will be deemed to modify or limit the disclaimer of warranties stated elsewhere in the Agreement.

## 2. Applicability of Premier Essentials Service Level Commitments.

2.1 These features and functionality will only be available to the extent that Customer has subscribed to Premier Essentials Customer Support (and remains subscribed to this Service without any downgrade in Customer's Zendesk Subscription Plan) to which these Premier Essentials Service Level Commitments are expressly provided (as described herein).

2.2 For non-Suite customers, the Response Time Objectives stated in these features and functionality will be applied independently to the Zendesk Measured Services, as applicable. For purposes of the Agreement, if Customer subscribes to non-Suite Zendesk Measured Services, failure to achieve the applicable Response Time Objective for Zendesk Support does not entitle Customer to any remedy with respect to Zendesk Chat. Similarly, Zendesk's failure to achieve the applicable Response Time Objective for Zendesk Chat does not entitle Customer to any remedy with respect to Zendesk Support. Customers who purchase the Zendesk Suite and experience outages with respect to the Zendesk Measured Services within the Suite will have Service Credits calculated off of their total Charges for the Zendesk Suite during the impacted month.

### 3. Service Availability.

3.1 Subject to Zendesk's right to suspend Customer's access to and use of the applicable Services under the Agreement and Customer's purchase of the Add-On, Zendesk will use commercially reasonable efforts to meet the Premier Essentials Service Level Commitments specified in this section. The sole and exclusive remedy for any breach of any Premier Essentials Service Level Commitments is as stated herein.

3.2 Commencing 90 days after the Effective Date ("Service Availability Commencement Date") Zendesk will guarantee at least 99.9% "Service Availability" for the following Zendesk Services: (i) Zendesk Support; (ii) Zendesk Guide; (iii) Zendesk Gather; (iv) Zendesk Chat; and (v) Sunshine Conversations, respectively (hereinafter referred to as the, "Zendesk Availability Measured Services" for the purposes of these features), on a per calendar month basis during the Subscription Term. Service Availability is determined by the availability of the "Representative Service Components" of the Zendesk Availability Measured Services, respectively, as measured by Zendesk utilizing a testing service implemented by Zendesk. The Representative Service Components of the Zendesk Availability Measured Services include the following:

For Zendesk Support, Zendesk Guide, Zendesk Gather, and Sunshine Conversations [SunCo] (the "Representative Zendesk Support/Guide/Gather/SunCo Components"):

- (i) Customer's Account as identified by their subdomain through monitoring of the associated infrastructure for Zendesk Support; and
- (ii) The Zendesk REST API for Zendesk Support, Zendesk Guide, and Zendesk Gather only.

For Zendesk Chat (the "Representative Zendesk Chat Components"):

- (i) Customer's Account portal as identified by: <https://{{Customer}}.zopim.com> for Zendesk Chat.

For Sunshine Conversations (the "Representative SunCo Components"):

- (i) Zendesk Sunshine Conversations platform or Zendesk Sunshine Conversations API

3.3 Service Availability is measured on a percentage basis as the percentage of tests during a monthly testing period in which the applicable Representative Service Components, are determined to be available to the Customer's Account. If Customer utilizes the "Hub + Spoke" feature available in certain Zendesk Support Service Plans, Zendesk Support Service Availability will be measured solely against the "hub" (and not any of the "spokes") within Customer's Zendesk Support Account. For avoidance of doubt, the monthly testing period does not include any time period during which

Customer's Zendesk Availability Measured Services Account(s) is subject to a "Permitted Suspension." The failure of any Representative Service Components to be available during any such Permitted Suspension will not be deemed a lack of Service Availability. Trial, sandbox, beta and other test environments for Zendesk Availability Measured Services are expressly excluded from all Premier Essentials Service Level Commitments. In addition, Zendesk does not guarantee, nor do these Premier Essentials Service Level Commitments apply to the availability of Internet service providers employed by Customer or any other network, service or application (including, without limitation, Third-Party Products) not owned or controlled by Zendesk.

3.4 Permitted Suspensions mean all times during which the applicable Representative Zendesk Service Components are unavailable to Customer's Account as a result of Force Majeure, Planned Downtime not exceeding 4 hours in a calendar month, or any suspension or termination of Customer's rights to access or use the Service implemented by Zendesk in accordance with the Agreement.

"Planned Downtime" has the meaning stated in the Agreement. If not defined, the term means planned downtime for upgrades and maintenance to the Services scheduled in advance of such upgrades and maintenance.

3.5 Zendesk measures Service Availability utilizing its own system logs and other records and will report such Service Availability (on a calendar monthly basis) for the 3 most recent completed calendar months) to Customer in good faith, upon Customer's written request, not more than once per calendar month (a "Requested Report"). Customer may request a Requested Report within the 30 day period following the end of an Impacted Month (as defined in Section 3.6).

3.6 If Service Availability is less than 99.9% in any calendar month (the "Impacted Month") during the Subscription Term, Customer will be entitled to claim a service credit (a "Service Credit").

3.7 To be eligible for a Service Credit, Customer must make a request by emailing Zendesk at [servicecredit@zendesk.com](mailto:servicecredit@zendesk.com) within 60 days following the end of the Impacted Month. Any Service Credit will be solely applicable against Charges for the Service otherwise subsequently payable by Customer in the current or a future Subscription Term; provided that such Service Credit must be used by Customer within 1 year of the Service Credit being issued by Zendesk. No refunds (cash or otherwise) will be provided in exchange for Service Credits. No Service Credit is available if the Customer is past due or in default with respect to any payment or in material breach of the Agreement when the Service Credit is claimed.

3.8 The Service Credit will be calculated as a percentage of the Charges for Zendesk Support, Zendesk Guide, Zendesk Gather, or Zendesk Chat, as well as Sunshine Conversations, during the Impacted Month as follows:

Service Availability	Service Credit (Percentage of Charges for Impacted Month)
Greater than or equal to 99.9%	0%
Less than 99.9% and greater than or equal to 99.75%	10%
Less than 99.75% and greater than or equal to 99.5%	20%
Less than 99.5% and greater than or equal to 99.0%	30%
Less than 99.0% and greater than or equal to 98.0%	40%
Less than 98.0% and greater than or equal to 95.0%	50%
Less than 95.0%	100%

3.9 For purposes of calculating the foregoing Service Credits, Customer's Charges for the Zendesk Availability Measured Services will be deemed to be prorated equally over the relevant Subscription Term; provided that Charges for the Zendesk Availability Measured Services for any additional Agents authorized with a coterminous Subscription Term will be prorated only over the period such Agents were authorized during the Subscription Term.

3.10 If a Customer has more than one authenticated Account for Zendesk Support (a "Multi-Account Customer") that is subject to the Agreement, Service Availability and Service Credits will be determined on a per Account basis. To the extent that a Multi-Account Customer is not subject to Charges on a per Account basis, the Charges for Zendesk Support applicable to a specific Account will be determined by the pro-rata number of authorized Agents available under such Account relative to all of the Multi-Account Customer's Accounts or by another reasonable and equitable method for allocating the Charges for Zendesk Support.

3.11 In addition to Service Credits, in the event that the Service Availability per calendar month is less than 99.5% in any 3 consecutive calendar months (a "Chronic Service Failure"), Customer will, within 30 days following the occurrence of such Chronic Service Failure, have the right to terminate Customer's subscription to the affected Service upon 30 days written notice to Zendesk. Upon termination for Chronic Service Failure, Zendesk will, upon request, repay Customer, on a prorated basis, any Charges for the Zendesk Availability Measured Services previously paid to Zendesk for the corresponding unused portion of Customer's Subscription Term.

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### **[Legacy] Premier Customer Support**

As of Customer's execution of the Order Form that references Customer's purchase of the Premier Customer Support, the features and functionality detailed below will be provided to Customer. Zendesk reserves the right, at its sole discretion, to update this Premier Customer Support feature description, but agrees that this Service feature description will not be materially decreased during the Subscription Term.

Charges for Premier Customer Support will be automatically adjusted at renewal to correspond with the Customer's then current subscribed Services.

As used herein, the following Service name references also include the noted functionality available within Zendesk Suite Service Plans (as those terms are defined in the Service-Specific Terms found here:

<https://support.zendesk.com/hc/en-us/articles/360047508453-Supplemental-terms-Zendesk-s-service-specific-terms>):

- Zendesk Support references also refer to Ticketing System Functionality within Zendesk Suite
- Zendesk Guide references also refer to Help Center Functionality within Zendesk Suite
- Zendesk Gather references also refer to Community Forum Functionality within Zendesk Suite
- Zendesk Chat references also refer to Live Chat Functionality within Zendesk Suite

- Zendesk Explore references also refer to reporting and analytics functionality within Zendesk Suite
- Zendesk Talk references also refer to voice functionality within Zendesk Suite
- Zendesk Messaging references refer to messaging integration within Zendesk Suite

## Premier Customer Support Functionality

### 1. Premier Support Engineer

1.1. Zendesk will provide a named Premier Support Engineer ("PSE") within 45 days of the Service Availability Commencement Date (defined below). The PSE will serve as Customer's primary contact for delivery of support services across all Zendesk Services. All requests will route to the global PSE Team. "PSE Team" means the group of Zendesk support advocates who provide customer support to Premier Customer Support customers.

### 2. Premier Customer Support Deliverables

Customer's PSE Team will work to provide the following Premier Customer Support Services for so as long as Customer maintains an active subscription to Premier Customer Support:

2.1. Prioritization of technical issues on Support Requests.  
2.2. Maintain a developer profile of all enabled Third-Party Products on Customer's Account(s) (including apps, integrations, and critical extended services) to chart Customer's most complex Zendesk product usage.  
2.3. Zendesk Support Service Custom Application consultation for applications that reside within the Zendesk Service framework. Collectively this includes troubleshooting and exception handling on the Zendesk app and Zendesk API functions specific to Customer's implementation.

Customer will remain responsible for troubleshooting of app code that communicates or utilizes functions, including but not limited to APIs, not controlled by Zendesk.

2.4. Provide feedback to other Zendesk departments on Customer's behalf.  
2.5. Provide a monthly report on Customer's usage, customer service trends, and optimization opportunities, including the following metrics:

- 2.5.1 Customer Satisfaction
- 2.5.2 Product Area
- 2.5.3 Resolution Type
- 2.5.4 First Reply Time
- 2.5.5 Requester Wait Time

2.6. Enrollment & facilitation of proactive Service notification assets.

2.6.1 Enrollment and identification of Customer's Authorized Agents (as defined below)  
2.6.2 Establish proactive Support Request notification(s) technical contacts or designated distribution list(s) within Customer  
2.6.3 Additional Zendesk resources can be found through the following channels:

2.6.3.1 Service Notifications:

<https://help.zendesk.com/hc/en-us/sections/206226927>

### 2.6.3.2 Zendesk Service Status Page: <https://status.zendesk.com/>

#### 3. Authorized Agents for Premier Customer Support

As part of Premier Customer Support, Customer may designate up to 5 primary contacts who are an Administrator in the account, and up to 15 backup Authorized Agents to serve as liaisons with Zendesk support ("Authorized Agents").

Customer's primary Authorized Agents will be responsible for (i) overseeing Customer's Support Request activity, and (ii) developing and deploying troubleshooting processes within Customer's organization. The backup Authorized Agents will be responsible for resolving End User issues. Upon Customer's request, Zendesk may review tickets logged by Customer's Authorized Agents, and may recommend specific training to help avoid tickets that could be prevented by such training.

#### 4. Customer Obligations

Customer acknowledges that timely provision of and access to office accommodations, facilities, equipment, assistance, cooperation, complete and accurate information and data from Customer's Authorized Agents, and suitably configured computer products (collectively, "Cooperation") are essential to the performance of any Services stated in these Premier Customer Support terms. Zendesk will not be responsible for any deficiency in performing services if such deficiency results from Customer's failure to provide full Cooperation. Customer acknowledges that Zendesk's ability to perform Premier Customer Support depends upon fulfillment of the following obligations by Customer:

- 4.1. Maintaining properly configured software and hardware/operating system platform to support the Zendesk Service.
- 4.2. Providing Zendesk with full access to the relevant documentation and the functional, technical and business resources with adequate skills and knowledge to coordinate Zendesk's performance of Premier Customer Support.
- 4.3. Identifying a designated primary technical contact, within its group of Authorized Agents, to Zendesk, with the appropriate level of authority, to set priorities, coordinate activities and resolve conflicts between Customer's teams regarding the Premier Customer Support Services hereunder.
- 4.4. Providing any notices and obtaining all consent required for Zendesk to perform the Premier Customer Support Services.
- 4.5. Provide the Zendesk team access to any production environments or shared development environments to the extent necessary for Zendesk to perform the Premier Customer Support Services.
- 4.6. Providing and/or supporting all third-party software in connection with the provision of the Premier Customer Support Services defined herein.

#### 5. Premier Customer Support Requests.

Premier Customer Support Requests will be submitted by Customer following the Business Impact Protocol process specified in section 5.3. PSE Team will work

collaboratively with the broader Zendesk support team to facilitate efficient Premier Customer Support Request resolution.

5.1 Subject to Zendesk's right to suspend Customer's access to and use of the applicable Services under the Agreement, Zendesk will use commercially reasonable efforts to meet the Premier Customer Support and availability commitments specified herein (the "Premier Service Level Commitments"). The sole and exclusive remedy for any breach of any Premier Service Level Commitments will be as set forth herein. During the Subscription Term, Zendesk will respond to Customer's Premier Customer Support Requests for the Zendesk Measured Services and assign an appropriate level of support based on the Business Impact (as defined in Section 1.3 below). For purposes of the Agreement, a "Premier Customer Support Request" means a request for support assistance submitted by an Authorized Agent associated with the features, functionality or operation of the Zendesk Measured Services as it impacts an Agent. Multiple support tickets related to substantially the same occurrence or subject matter will be deemed a single Premier Customer Support Request. ) The "Zendesk Measured Services" includes the following Services: (i) Zendesk Support; (ii) Zendesk Guide; (iii) Zendesk Gather; (iv) Zendesk Chat; and (v) Zendesk Sell, as well as (vi) Sunshine Conversations.

5.2 To ensure appropriate Premier Customer Support Request triage and prioritization, Customer must: (i) contact the Zendesk Advocacy team to generate a Premier Customer Support Request ticket; and (ii) communicate a Business Impact. For purposes of ticket submission and Business Impact prioritization, tickets may only be submitted through supported Zendesk Premier Customer Support Channels. The "Zendesk Premier Customer Support Channels" are as follows:

1. Messaging via in-product "Help" widget\*,
2. Webform via the Zendesk Help Center\*, and
3. Premier Customer Support Request via phone. The Premier Customer Support Phone Number will be provided during onboarding and will serve as the "Premier Customer Support Hotline"
4. For customers who do not have access to a Zendesk instance [Sunshine Conversations standalone], their Premier support requests go to conversations-support@zendesk.com

\*as described on  
<https://support.zendesk.com/hc/en-us/articles/360026614173-Contacting-Zendesk-Customer-Support>)

Tickets submitted outside of the Zendesk Premier Customer Support Channels, including via email, will not be subject to the Business Impact protocol.

### 5.3 Business Impact protocol:

Business Impact	Response Time Objective	Response Time Coverage
<p><b>Critical</b></p> <p>Definition: Issue disrupts a Primary Communication Function or compromises the security/integrity of Service Data. The disruption is ongoing, the need for resolution is acutely time-sensitive, with no reasonable workaround available until the issue is resolved. Critical impacts are ones that impact Customer's Agents and/or End Users in Customer's production ("live") environment, where Customer's current business occurs, but not in sandbox, beta or other environments where future capabilities are being evaluated or tested.</p>	<p>30 minute first reply with a continual 30 minute reply cadence until Business Impact is downgraded or Premier Customer Support Request is solved.</p>	<p>24x7x365</p>
<p><b>Major</b></p> <p>Definition: Issue degrades a Primary Communication Function or significantly disrupts or degrades Customer's Normal Business Operations. The issue is occurring in Customer's production environment and is highly time-sensitive and/or significant unplanned effort is required to workaround the issue to maintain Normal Business Operations.</p>	<p>60 minute first reply with a continual 60 minute reply cadence until Business Impact is downgraded or Premier Customer Support Request is solved.</p>	<p>24x7x365</p>

Moderate	Not applicable	24x7x365
<p>Definition: Issue slows Normal Business Operations or has caused a loss of functionality that Customer relies on for Normal Business Operations. Alternatively, the issue is occurring in a testing, beta or sandbox environment and will delay the implementation of new functionality to improve Normal Business Operations. Resolution has some time- sensitivity but the issue can be worked around without extraordinary effort.</p>	Not applicable	24x7x365

5.3.1 A Primary Communication Function means a business function that facilitates direct interaction with Customer's End Users. Primary Communication Functions include inbound and outbound messaging via any communication channel Customer uses in its Zendesk Account (e.g. email, messaging, chat, voice, Facebook, etc) as well as the maintenance of an accurate record of those interactions.

5.3.2 Normal Business Operations means all other operations, processes, or activities for which Customer's Agents use the Services that do not require direct interaction between Agents and End Users. Normal Business Operations include automating ticket assignments, voice call routing, customization of Agent views, and running reports on tickets.

### 5.3.3 Exclusions to Business Impact protocol:

5.3.3.1 Only Agents that are designated by Customer as authorized Premier Customer Support Authorized Agents will have their Premier Customer Support Requests categorized and responded to in accordance with the Business Impact protocol. Authorized Agents are the sole liaisons between Customer and Zendesk for Premier Customer Support purposes. Inquiries from Agents who are not Authorized Agents may be directed to Customer's Authorized Agents for certain issues like password resets or other access issues. Customer's Authorized Agents must have, at a minimum, initial basic and applicable product training and, as needed, supplemental training appropriate for specific role or implementation phase, specialized product usage, and/or migration. Customer's technical contacts must be trained on and be knowledgeable about Zendesk Premier Customer Support and Customer's Zendesk environment to help resolve system issues and to assist Zendesk in analyzing and resolving Premier Customer Support Requests. To avoid interruptions in support services, Customer must notify Zendesk whenever Authorized Agent responsibilities are transferred to another individual.

5.3.3.2 Only the Zendesk Measured Services are subject to the Business Impact protocol. Some extended functionality may not qualify for the protocol, such as:

- Developer Support;
- Customized applications;
- Assistance with Third-Party Products or Zendesk Labs apps; and
- Assistance with custom code.

5.3.3.3 Business Impact protocol responses are available in English only.

5.3.3.4 The Business Impact protocol applies to product Premier Customer Support Requests only. Issues related to billing, renewals, or Services engagements are excluded.

5.3.3.5 Service Incidents Exception. In the event of a Service Incident, the Response Time Objective will not apply and instead Zendesk will implement its Service Incident communication process. A "Service Incident" is an unplanned event affecting multiple Zendesk customers where the Services are unavailable or performance of the Services is degraded as to render the Services unusable.

5.4 If Zendesk fails to achieve the Response Time Objective for more than 1 Premier Customer Support Request in any 3 month period, then, upon Customer's request, Zendesk will deliver to Customer a plan of corrective action. Zendesk will discuss its proposed course of corrective action with Customer and Customer may make commercially reasonable requests to Zendesk to supply additional resources that are

reasonably designed to improve the Response Time Objective. Zendesk will take commercially reasonable efforts to implement the corrective action.

5.5 In the event that Zendesk fails to achieve the Response Time Objective for over 10% of its required replies to Customer's Premier Customer Support Requests in each month for 3 consecutive months (a "Chronic Response Time Objective Failure"), Customer will, within 30 days following the occurrence of such Chronic Response Time Objective Failure in the third consecutive month, have the right to terminate Customer's subscription to the Add-on upon 30 days written notice to Zendesk. Upon a termination for Chronic Response Time Objective Failure, Zendesk will, upon request, refund Customer, on a prorated basis, any Charges for the Add-on paid in advance to Zendesk for the corresponding unused portion of Customer's Subscription Term on a pro rata basis. The commitments and obligations set forth herein apply exclusively to the Response Time Objective; and, Zendesk makes no representation, warranty or commitment as to timing of resolution or ability to resolve any Premier Customer Support Request. Nothing in these Supplemental Terms will be deemed to modify or limit the disclaimer of warranties stated elsewhere in the Agreement.

## 6. Applicability of Premier Service Level Commitments.

6.1 The Premier Service Level Commitments will only be available to the extent that Customer has subscribed to the Add-on (and remains subscribed to this Add-on without any downgrade in Customer's Zendesk Subscription Plan) to which these Premier Service Level Commitments are expressly provided (as described herein).

6.2 With respect to non-Suite customers, the Response Time Objectives as stated in these features and functionality will be applied independently to non-Suite Zendesk Measured Services, as applicable. For purposes of the Agreement, if Customer subscribes to the Zendesk Measured Services, failure to achieve the applicable Response Time Objective for Zendesk Support will not entitle You to any remedy with respect to Zendesk Chat. Conversely, Zendesk's failure to achieve the applicable Response Time Objective for Zendesk Chat will not entitle Customer to any remedy with respect to Zendesk Support. Customers who purchase the Zendesk Suite and experience outages with respect to the Zendesk Measured Services within the Suite will have Service Credits calculated off of their total Charges for the Zendesk Suite during the impacted month.

## 7. Service Availability.

7.1 Commencing 90 days after the Effective Date ("Service Availability Commencement Date") Zendesk will guarantee at least 99.9% "Service Availability" for the following Zendesk Services: (i) Zendesk Support; (ii) Zendesk Guide; (iii) Zendesk Gather; (iv) Zendesk Chat; and (v) Sunshine Conversations, respectively (hereinafter referred to as the, "Zendesk Availability Measured Services" for the purposes of these features), on a per calendar month basis during the Subscription Term. Service Availability is determined

by the availability of the "Representative Service Components" of the Zendesk Availability Measured Services, respectively, as measured by Zendesk utilizing a testing service implemented by Zendesk. The Representative Service Components of the Zendesk Availability Measured Services include the following:

For Zendesk Support, Zendesk Guide, Zendesk Gather, and Sunshine Conversations [SunCo] (the "Representative Zendesk Support/Guide/Gather/SunCo Components"):

- (i) Customer's Account as identified by their subdomain through monitoring of the associated infrastructure for Zendesk Support; and
- (ii) The Zendesk REST API for Zendesk Support, Zendesk Guide, and Zendesk Gather only.

For Zendesk Chat (the "Representative Zendesk Chat Components"):

- (i) Customer's Account portal as identified by: <https://{{Customer}}.zopim.com> for Zendesk Chat.

For Sunshine Conversations (the "Representative SunCo Components"):

- (i) Zendesk Sunshine Conversations platform or Zendesk Sunshine Conversations API

7.2 Service Availability is measured on a percentage basis as the percentage of tests during a monthly testing period in which the applicable Representative Zendesk Service Components are determined to be available to the Customer's Account. If Customer utilizes the "Hub + Spoke" feature available in certain Zendesk Support Service Plans, Zendesk Support Service Availability will be measured solely against the "hub" (and not any of the "spokes") within Customer's Zendesk Support Account. For avoidance of doubt, the monthly testing period will not include any time period during which Customer's Zendesk Availability Measured Services Account(s) is subject to a "Permitted Suspension." The failure of any Representative Zendesk Service Components to be available during any such Permitted Suspension will not be deemed a lack of Service Availability. Trial, sandbox, beta and other test environments for Zendesk Availability Measured Services are expressly excluded from all Premier Service Level Commitments. In addition, Zendesk does not guarantee, nor do these Premier Service Level Commitments apply to the availability of Internet service providers employed by Customer or any other network, service or application (including, without limitation, Third-Party Products) not owned or controlled by Zendesk.

7.3 Permitted Suspensions means all times during which the Representative Service Components are unavailable to Customer's Account as a result of Force Majeure Events,

Planned Downtime not exceeding 4 hours in a calendar month, or any suspension or termination of Customer's rights to access or use the Service implemented by Zendesk in accordance with the Agreement.

"Planned Downtime" has the meaning stated in the Agreement. If not defined, the term means planned downtime for upgrades and maintenance to the Services scheduled in advance of such upgrades and maintenance.

7.4 Zendesk measures Service Availability utilizing its own system logs and other records and will report such Service Availability (on a calendar monthly basis) for the 3 most recent completed calendar months) to Customer in good faith, upon Customer's written request, not more than once per calendar month (a "Requested Report"). Customer may request a Requested Report within the 30 day period following the end of an Impacted Month (as defined in Section 3.6).

7.5 If Service Availability is less than 99.9% in any calendar month (the "Impacted Month") during the Subscription Term, Customer will be entitled to claim a service credit (a "Service Credit").

7.6 To be eligible for a Service Credit, Customer must make a request by emailing Zendesk at [servicecredit@zendesk.com](mailto:servicecredit@zendesk.com) within 60 days following the end of the Impacted Month. Any Service Credit will be solely applicable against Charges for the Service otherwise subsequently payable by Customer in the current or a future Subscription Term; provided that such Service Credit must be used by Customer within 1 year of the Service Credit being issued by Zendesk. No refunds (cash or otherwise) will be provided in exchange for Service Credits. No Service Credit is available if the Customer is past due or in default with respect to any payment or in material breach of this Agreement when the Service Credit is claimed.

7.7 The Service Credit will be calculated as a percentage of the Charges for Zendesk Support, Zendesk Guide, Zendesk Gather, or Zendesk Chat during the Impacted Month as follows:

Service Availability	Service Credit (Percentage of Charges for Impacted Month)

Greater than or equal to 99.9%	0%
Less than 99.9% and greater than or equal to 99.75%	10%
Less than 99.75% and greater than or equal to 99.5%	20%
Less than 99.5% and greater than or equal to 99.0%	30%
Less than 99.0% and greater than or equal to 98.0%	40%
Less than 98.0% and greater than or equal to 95.0%	50%
Less than 95.0%	100%

7.8 For purposes of calculating the foregoing Service Credits, Customer's Charges for the Zendesk Availability Measured Services will be deemed to be prorated equally over the relevant Subscription Term; provided that Charges for the Zendesk Availability Measured

Services for any additional Agents authorized with a coterminous Subscription Term will be prorated only over the period such Agents were authorized during the Subscription Term.

7.9 If Customer has more than 1 authenticated Account for Zendesk Support (a "Multi-Account Customer") that is subject to the Agreement, Service Availability and Service Credits will be determined on a per Account basis. To the extent that a Multi-Account Customer is not subject to Charges on a per Account basis, the Charges for Zendesk Support applicable to a specific Account will be determined by the pro-rata number of authorized Agents available under such Account relative to all of the Multi-Account Customer's Accounts or by another reasonable and equitable method for allocating the Charges for Zendesk Support.

7.10 In addition to Service Credits, in the event that the Service Availability per calendar month is less than 99.5% in any 3 consecutive calendar months (a "Chronic Service Failure"), Customer will, within 30 days following the occurrence of such Chronic Service Failure, have the right to terminate Customer's subscription to the affected Service upon 30 days written notice to Zendesk. Upon termination for Chronic Service Failure, Zendesk will, upon request, repay Customer, on a prorated basis, any Charges for the Zendesk Availability Measured Services previously paid to Zendesk for the corresponding unused portion of Customer's Subscription Term.

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\*Customers with the package labeled "Premier Enterprise" without the "(Current)" suffix are subject to different terms. Customer may email [tam-managers@zendesk.com](mailto:tam-managers@zendesk.com) to receive a copy of these terms.

## **[Legacy] Premier Enterprise (Current)**

### **1. Eligibility:**

The Premier Enterprise (Current) package is for ongoing support and administration of Services that have already been implemented. The Premier Enterprise offering does not include implementation of newly purchased Services. Deviations from, or additions to package contents outlined in this document are considered out of scope.

Charges for the Add-on subscription will be automatically adjusted at renewal to correspond with the Customer's then current subscribed Services.

### **2. Description of Professional Services:**

Zendesk will provide Customer the following Deliverables from the Service Start Date to

the Service End Date on the applicable Order Form ("Subscription Term"). The Effective Date is defined as the Service Start Date on the applicable Order Form:

- 2.1 Technical Account Manager
- 2.2 Certifications Bundle
- 2.3 Premier Support

## 2.1 Technical Account Manager

Commencing up to 60 days after the Effective Date, Zendesk will assign a Technical Account Manager ("TAM") to serve as Customer's primary Zendesk technical contact during the Subscription Term and for as long as Customer has purchased the Premier Enterprise.

The TAM will work collaboratively with Customer by serving as a functional and technical advisor within the Zendesk deployed Services. This resource will work with Customer to provide proactive and prescriptive architectural guidance for Customer's business needs. The objective of the TAM is to provide expertise in Customer's business and IT environments, where the TAM develops an understanding of Customer's business goals, systems architecture, and provides high-level guidance on optimal configuration, training, integration, and design patterns for Customer's Zendesk Services deployment. Based on the Customer's needs, the TAM may work with Customer to attain:

- Aligning Zendesk product roadmap to Customer's business priorities
- Architecture integrity and agility
- Zendesk deployment governance and oversight
- Performance and scalability
- Higher return on investment of Zendesk deployed Services

Based on the Customer's needs, the Customer's TAM may provide the following for the Subscription Term and as long as Customer has purchased the Premier Enterprise (Current) offering:

- Collaboratively work with Customer to provide an ongoing Success Plan that outlines work plans and action items with owners mapped to Customer's business goals, resources, and objectives. This will be documented with recommendations and observations mapped to Customer's strategic business objectives.
- Provide custom application recommendations for applications that reside within the Zendesk Service framework. Collectively this includes recommendations for help center customizations, integrations, and programming scripts within the Zendesk Service.
- Provide recommendations related to business workflow(s), End User use cases, Zendesk Services configurations, Zendesk Services settings, and integration points to 3<sup>rd</sup> party environments that reside within the Zendesk Services

framework.

- Advocates on Customer's behalf with Zendesk Success, Voice of the Customer (VOC), Premier Support and Account Team(s) to surface feature requests, feedback, and technical challenges.
- The TAM may be aware of Service Issues (individually a "Ticket" and collectively "Tickets") identified by Customer and may work with the Customer's Premier Support team to provide additional information related to the Ticket(s).

Resources will be available during mutually established normal business hours in a single designated time zone. This will be 9am – 5pm in the agreed to time zone; Monday through Friday, excluding National Holidays for the allocated Resource (collectively "Business Week"). Any unused allocation of hours in a month do not roll over to a subsequent month and will be forfeited with no refund or credits. TAM may be assigned to up to 5 Premier Enterprise customers.

## 2.2 Certification Bundle

The Certification Bundle includes promo codes for certification exams. *The quantity of the promo codes indicated below are based on a Subscription Term of 12 months. To the extent the Customer has a Subscription Term not equivalent to 12 months, the Customer will be provided with promo codes and sessions calculated on a pro rata basis from the quantities indicated below:*

- Up to 10 certification exam fee promo codes to be applied to any currently offered certification exam during a 12 month Subscription Term.

The promo codes are only valid during the Subscription Term. The Effective Date is defined as the Service Start Date on the applicable Order Form.

### Certification Exams

- Certification exam fee promo codes, as detailed above, to cover the full cost of certification exams during the Subscription Term.
- These exam promo codes apply to any currently offered certification.
- The exam must be taken during the Subscription Term.
- To request the certification exam promo code, the Customer must send an email to [certification@zendesk.com](mailto:certification@zendesk.com) noting the exam they want to take. An exam promo code will be provided via email within 2 business days from the date of request.

### Engagement Assumptions:

- Certification exam promo codes included in the subscription must be redeemed during the Subscription Term. Certification exam promo codes not redeemed during the Subscription Term will expire with no further credit or refund and will have no value thereafter.

- No refunds or credits for Charges will be provided to Customer if Customer elects to terminate the subscription before the end of the current Subscription Term.
- Deviations from or additions to the activities outlined in this Description of Professional Services are considered out of scope.

## 2.3 Premier Support

Customer is entitled to the features and functionalities of Premier Customer Support (as described in the Description of Professional Services) included in the Premier Enterprise package.

## 3. SERVICE DELIVERY ASSUMPTIONS

- Onsite delivery of TAM services is subject to resource availability and must be mutually agreed upon between TAM and Customer. Customer is responsible for any Charges incurred during onsite delivery per the terms in Charges and Expenses.
- Customer's business contacts must have, at a minimum, completed Zendesk Admin training or have equivalent experience, as determined by Zendesk.
- Customer will provide a point of contact for the TAM who will be a designated primary business contact to Zendesk, with the appropriate level of authority, to set priorities, coordinate activities and resolve conflicts among Customer's teams regarding the services hereunder.
- Scope -- Customer and Zendesk Services team may identify additional activities that extend beyond the scope of the Premier Enterprise. Additional requests will require a separate project-based Scope of Work to be mutually defined and agreed to before work commencing.
- Services to be delivered in English only.

## 4. CUSTOMER RESPONSIBILITIES

- Customer must have purchased and fully implemented Zendesk products
- Customer will provide a primary resource that will be the primary Zendesk Administrator and be responsible for coordinating all Customer activities during the engagement
- Customer is responsible for the configuration of the Zendesk instance during the term of this package, except specific deliverables agreed to during planning sessions or through the Managed Services deliverable.
- Customer will add Zendesk Professional Services Personnel as an Administrator for Customer's Zendesk Account or grant temporary access to assume in to facilitate configuration and review ([for more information, click here](#)).
- All work to be completed during business hours, Monday - Friday in the region from which Zendesk Professional Services Personnel resources are assigned.