

Helpshift Enterprise Terms

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PLEASE READ THESE ENTERPRISE TERMS (“TERMS”) CAREFULLY BEFORE USING THE SERVICES OFFERED BY HELPSHIFT, INC. (“HELPSHIFT”). BY MUTUALLY EXECUTING ONE OR MORE ORDER FORMS WITH HELPSHIFT WHICH REFERENCE THESE TERMS (EACH, AN “ORDER FORM”), YOU AGREE TO BE BOUND BY THESE TERMS (TOGETHER WITH ALL ORDER FORMS, THE “AGREEMENT”) TO THE EXCLUSION OF ALL OTHER TERMS. IN ADDITION, ANY ONLINE ORDER FORM WHICH YOU SUBMIT VIA HELPSHIFT’S STANDARD ONLINE PROCESS AND WHICH IS ACCEPTED BY HELPSHIFT SHALL BE DEEMED TO BE MUTUALLY EXECUTED. IF THE TERMS OF THIS AGREEMENT ARE CONSIDERED AN OFFER, ACCEPTANCE IS EXPRESSLY LIMITED TO SUCH TERMS

If You are a new Customer, this Agreement is effective as of 19 AUGUST 2024. If You are an existing Customer, THE AGREEMENT WILL TAKE EFFECT IN LINE WITH THE TERMS OF YOUR EXISTING AGREEMENT.

1. About these terms

- 1.1. An Order Form may contain specific terms that override or supersede these Terms, including in the body of the Order Form or in a schedule to it. In the event of any inconsistency between these Terms and an Order Form, the terms of the Order Form shall take precedence.
- 1.2. In these Terms and each Order Form, the words and expressions set out in Clause 21 shall have the meanings given in that Clause.

2. Helpshift Licensed Products

- 2.1. Helpshift Licensed Products. Where an Order Form specifies that Helpshift shall provide to Customer one or more Helpshift Licensed Products, this Clause 2 shall apply and Helpshift shall make available the Helpshift Licensed Products to Customer in accordance with the terms of the Agreement.
- 2.2. Licence grant. Helpshift hereby grants to Customer (and not any Affiliate of Customer) a non-exclusive, worldwide, revocable and non-transferable licence to permit the Authorized Users to access and use the Helpshift Licensed Products identified in the Order Form for the period identified in the Order Form and solely for the Permitted Use, subject to Customer

complying with the terms of the Agreement, in particular, Clauses 2.3 and 2.4 of these Terms).

- 2.3. Licence restrictions. Customer shall not, and shall procure that each Authorised User shall not, as a condition of the licence granted by Clause 2.2:
- 2.3.1. access, store, distribute or transmit any viruses, malware or any other material during the course of use of a Helpshift Licensed Product that: (i) is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or offensive; (ii) facilitates illegal activity; (iii) depicts sexually explicit images; (iv) promotes unlawful violence; (v) is discriminatory based on race, sex, gender, colour, religious belief, sexual orientation, disability; or (vi) is otherwise illegal or causes damage or injury to any person or property;
 - 2.3.2. during the Term of the Agreement and for twelve (12) months afterwards, create or assist any third party to create, directly or indirectly, a product and/or service that competes with a Helpshift Licensed Product or, where applicable, any software application containing functionality the same as or similar to the functionality of a Helpshift Licensed Product;
 - 2.3.3. except to the extent expressly permitted under the Order Form or to the extent incapable of exclusion or restriction under Applicable Law:
 - 2.3.3.1. use a Helpshift Licensed Product to provide services to any third parties or otherwise demonstrate a Helpshift Licensed Product to third parties,
 - 2.3.3.2. sub-license the Helpshift Licensed Product to an Affiliate or any other third party, or
 - 2.3.3.3. maintain, develop, modify or adapt any part of the Helpshift Licensed Product,
 - 2.3.3.4. attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Helpshift Licensed Product in any form or media or by any means, or
 - 2.3.3.5. attempt to de-compile, reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Helpshift Licensed Product;
 - 2.3.4. license, sell, rent, lease, transfer, assign, distribute, display, disclose or otherwise exploit, or otherwise make available, a Helpshift Licensed Product to any third party except to the Authorised Users on the basis set out in the Agreement;
 - 2.3.5. attempt to obtain, or assist third parties in obtaining, access to a Helpshift Licensed Product, except as provided under this Clause 2; or

- 2.3.6. use the Helpshift Licensed Products otherwise than strictly in accordance with the Permitted Use, any Acceptable Use Policy and any express restrictions contained in the Order Form.
- 2.4. Authorized Users. Customer shall at all times in relation to its use of a Helpshift Licensed Product:
 - 2.4.1. procure that each Authorized User shall keep a secure password for their respective use of the Helpshift Licensed Product, that such password is changed at least monthly and that each Authorized User keeps their password confidential;
 - 2.4.2. without prejudice to its other obligations, use all reasonable endeavours to prevent any unauthorised access to, or use of, the Helpshift Licensed Product and, in the event of any such unauthorised access or use, promptly notify Helpshift in writing; and
 - 2.4.3. be liable for all acts and omissions of each Authorized User.
- 2.5. Support. Subject to Customer's payment of all applicable fees, Helpshift shall provide support and uptime for the Helpshift Licensed Product in accordance with the support package selected by Customer on the applicable Order Form (if any).
- 2.6. Updates. From time to time, Helpshift may provide upgrades, patches, enhancements, or fixes for the Service to its customers generally without additional charge ("**Updates**"), and such Updates shall become part of the Service and subject to this Agreement; provided that Helpshift shall have no obligation under this Agreement or otherwise to provide any such Updates. Customer understands that Helpshift may cease supporting old versions or releases of the Service at any time in its sole discretion; provided that Helpshift shall use commercially reasonable efforts to give Customer sixty (60) days prior notice of any major changes.
- 2.7. Discontinuation of Helpshift Licensed Products. Helpshift may discontinue a Helpshift Licensed Product (in whole or in part) at any time during the Term on not less than thirty (30) days' prior written notice to Customer, provided that Helpshift shall refund to Customer any Charges already paid in respect of that Helpshift Licensed Product for the discontinued future period of the Term as Customer's sole remedy.
- 2.8. Monitoring. Helpshift may monitor and audit Customer's use of a Helpshift Licensed Product, including its compliance with this Clause 2. Helpshift reserves the right to suspend Customer's access to a Helpshift Licensed Product at any time if Helpshift has reasonable cause to believe that Customer is not acting in compliance with Clause 2.3.
- 2.9. Feedback. Customer may, in its discretion, provide Feedback to Helpshift in relation to the Helpshift Licensed Products or otherwise, but Helpshift shall not be obliged to take any action in response to the Feedback. If Customer provides Feedback to Helpshift:

- 2.9.1. Feedback, even if marked confidential, shall not create any confidentiality obligations on Helpshift unless Helpshift has otherwise agreed in writing, signed by an authorized signatory of Helpshift;
- 2.9.2. without prejudice to its other rights and remedies, Helpshift shall be free to use, disclose, reproduce, distribute, and otherwise commercialise all Feedback provided by Customer without obligation or restriction of any kind, and Customer hereby waives all rights to be compensated or seek compensation for the Feedback and will ensure that any relevant moral rights are waived; and
- 2.9.3. all right, title and interest in any Feedback shall vest in Helpshift on creation and Customer hereby assigns to Helpshift absolutely all right, title and interest in and to the Intellectual Property Rights in the Feedback, in each case for the whole term including any renewals, reversions, revivals and extensions and together with all related rights and powers arising or accrued, including the right to bring, make, oppose, defend, appeal proceedings, claims or actions and obtain relief (and to retain any damages recovered) in respect of any infringement, or any other cause of action arising from ownership, of any of these assigned rights, whether occurring before, on, or after the date of assignment.

3. Professional Services

- 3.1. Helpshift may from time to time perform professional Services as agreed upon by the parties. Such professional Services may be set forth either (i) in an Order Form or (ii) in a separate mutually executed SOW which references this Agreement, that shall include the scope of implementation of services, the anticipated schedule, the fee structure, and the deliverables (if any) to be provided as part of the professional Services.

4. Product specific terms

- 4.1. Additional terms. Please note that as part of your use of the Helpshift Licensed Product, certain Products made available by Helpshift may be subject to additional terms, which can be accessed via the following link: [Product Specific Terms](#).
- 4.2. Use of AI Products. In the event that Customer does not agree to these Product Specific Terms, it shall discontinue use of the relevant Product and any continued use of the Product shall constitute acceptance of the Product Specific Terms.
- 4.3. Indemnification: Notwithstanding any provision of the Agreement, Helpshift will have no obligation to indemnify Customer for any claims arising out of Customer's use of Products unless the claim is directly attributable to the actions of Helpshift and Customer will defend, hold harmless, and indemnify Helpshift from and against any third party claim arising from its use of an Product in a manner inconsistent with the Product Specific Terms.

- 4.4. **Optional Integration Services.** Customer may request Helpshift to transfer Customer Data to third party services which Customer has elected to integrate with the Helpshift Service (“Optional Integration Services”). Customer agrees that if and to the extent such data transfer occurs, it is on the express election and instruction of Customer by virtue of Customer agreeing to the Optional Integration Services, and Customer hereby consents to Helpshift’s processing of any Customer Data and/or information that Helpshift receives from such third party as a result of Customer’s use of the Optional Integration Services. Customer is responsible for entering into separate contractual agreements with the third party providing the Optional Integration Services and Helpshift is in no way liable or responsible for the provision of the services or the handling and processing of data by the Optional Integration Services. For the avoidance of doubt, such third parties are not Helpshift’s sub-processors.
- 4.5. **Conflict.** In the event of a conflict between an Order Form, these Terms and the Product Specific Terms, the order of precedence shall be: (a) Order Form, (b) Product Specific Terms; and (c) these Terms.

5. Customer’s Obligations

- 5.1. **Co-operation.** Customer shall co-operate with Helpshift in all matters relating to use of Helpshift Licensed Products, including compliance with all specific requirements of the Customer and completion of all Customer dependencies that may be identified in an Order Form in accordance with any specified time periods.
- 5.2. **Customer Materials.** Customer shall deliver to Helpshift all Customer Materials agreed in an Order Form (in accordance with any specified delivery times) or otherwise required for the provision by Helpshift of the Helpshift Licensed Products and the performance of the Agreement by Helpshift or where reasonably requested by Helpshift from time to time.

6. Marketing

- 6.1. **Marketing rights.** Subject to the confidentiality provisions of Clause 12 at all times, Helpshift and its Affiliates may:
- 6.2. use the name and logo of Customer on its website and in marketing materials that it produces from time to time (such as brochures or pitch documents);
- 6.3. may confirm that Customer is, or has been, its customer and may state what type of Services and/or Helpshift Licensed Products have been provided to Customer or its Affiliates, provided that (for the avoidance of doubt) Helpshift may not provide details of any product or title of Customer that has not yet been publicly announced; and
- 6.4. promote their part of in the relevant project in case studies, on social media, or on their website (unless explicitly requested otherwise by Customer).

7. Charges

- 7.1. Payment. Customer shall pay Helpshift the Charges as set forth in each Order Form and each applicable SOW. The Charges for each renewal term are subject to an annual increase not to exceed 5% of the prior term's Charges. Helpshift shall provide notice of such increase in Charges at least 90 days prior to the end of the current term, and the increase shall be effective upon renewal. For any Services for which Charges are billed in arrears, Helpshift shall invoice Customer following completion of the Services. Customer shall be responsible for all (i) taxes associated with Charges other than taxes based on Helpshift's net income, and (ii) Helpshift's costs of collection in the event of Customer's delinquent payment. All Charges paid are non-refundable (except as otherwise expressly set forth in the applicable Order Form or applicable SOW) and not subject to set-off.
- 7.2. Late payment. Without prejudice to the provisions of Clause 11, if an invoice is unpaid by the due date, then Helpshift may, at its option and without prejudice to any other remedy at any time after payment has become due:
 - 7.3. suspend the provision of Services and/or Helpshift Licensed Products to Customer until the relevant invoice has been paid in full; and/or
 - 7.4. charge interest on any overdue amounts from the due date until and including the date of actual payment, after as well as before judgement, accruing on a daily compound basis, at the rate of 3% per annum above the base rate for the time being of Barclays Bank plc.

8. Warranties

- 8.1. Helpshift general warranties. Helpshift warrants in relation to each Agreement that:
 - 8.1.1. the receipt and use of the Helpshift Licensed Products and any Services by Customer in accordance with the Agreement shall not infringe the Intellectual Property Rights of any third party t, but excluding any infringement arising out of or in connection with Customer Materials or the inclusion of third-party works and materials at the specific instructions of Customer;
 - 8.1.2. it has full capacity and authority, and all necessary licences, permits and consents to enter into and perform the Agreement and that those individuals signing the SOW or Order Form are duly authorised to bind the Party legally for whom they sign; and
 - 8.1.3. the Services shall be performed with reasonable care and skill.
- 8.2. Helpshift Licensed Products warranty. Helpshift warrants that each Helpshift Licensed Product will conform in all material respects to any specification supplied with it for a period of 90 days from the Commencement Date ("**Licensed Product Warranty Period**"). If, within the Licensed Product Warranty Period Customer notifies Helpshift in writing of any defect or fault in a Helpshift Licensed Product, in consequence of which it fails to conform in all material respects to the agreed specification, and such defect or fault does not result from

Customer (or anyone acting with the authority of the Customer) having altered the Helpshift Licensed Product or used it outside the terms of the Agreement for a purpose or in a context other than the purpose or context for which it was designed or in combination with any other software or work not provided by Helpshift, or it has not been loaded onto Helpshift-specified or suitably configured equipment, Helpshift shall, at Helpshift' option, do one of the following:

- 8.2.1. repair the Helpshift Licensed Product,
- 8.2.2. replace the Helpshift Licensed Product, or
- 8.2.3. terminate the relevant Agreement immediately by notice in writing to Customer and refund any of the Charges paid by the Customer as at the date of termination that are in respect of the Helpshift Licensed Product (less a reasonable sum in respect of the Customer's use of the Helpshift Licensed Product to the date of termination) on return of the Helpshift Licensed Product and all copies thereof,

provided Customer provides all the information that may be necessary to assist Helpshift in resolving the defect or fault, including a documented example of any defect or fault, or sufficient information to enable Helpshift to re-create the defect or fault. Helpshift does not warrant that the use of the Helpshift Licensed Product will be uninterrupted or error-free and Customer accepts responsibility for the selection of the Helpshift Licensed Product to achieve its intended results and acknowledges that the Helpshift Licensed Product has not been developed to meet the individual requirements of Customer.

8.3. Implied warranties. Other than Clause 8.2, the Helpshift Licensed Products are provided on an "as is" and "as available" basis and Helpshift disclaims all warranties, express or implied, including implied warranties of title, merchantability, fitness for a particular purpose and non-infringement and any warranties implied by any course of performance, usage of trade, or course of dealing, all of which are expressly disclaimed, Helpshift does not make any warranty as to the results that may be obtained from use of the Helpshift Licensed Products.

8.4. Customer warranties. Customer warrants that:

- 8.4.1. the receipt and use of Customer Materials in the performance of the Agreement by Helpshift, its Affiliates and Helpshift Personnel shall not infringe the Intellectual Property Rights of any third party;
- 8.4.2. the Customer Materials shall not contain any material that is illegal under the Applicable Law of the jurisdiction or jurisdictions where Helpshift shall provide the Services;
- 8.4.3. it has full capacity and authority, and all necessary licences, permits, funds and consents to enter into and perform the relevant Agreement and that those

individuals signing the SOW or Order Form are duly authorised to bind Customer legally; and

8.4.4. it shall comply with all Applicable Laws that are applicable to the Customer.

9. Indemnity

- 9.1. Indemnification. Each party (“**Indemnifying Party**”) shall defend, indemnify, and hold harmless the other party, its Affiliates and each of its and its Affiliates’ employees, contractors, directors, suppliers and representatives (collectively, the “**Indemnified Party**”) from all liabilities, claims, and expenses paid or payable to an unaffiliated third party (including reasonable attorneys’ fees) (“**Losses**”), that arise from or relate to any claim (“**Indemnity Claim**”) that:
- 9.1.1. in the case of Customer as Indemnifying Party, the Customer Data or Customer’s use of the Service infringes, violates, or misappropriates any third party intellectual property or proprietary right, including any rights of privacy, or violates any applicable law, or
 - 9.1.2. in the case of Helpshift as Indemnifying, the Service infringes, violates, or misappropriates any third party Intellectual Property Right.
- 9.2. Conduct of indemnity claims. Liability for an Indemnity Claim under Clause 9.1 is conditional on the Indemnified Party discharging the following obligations:
- 9.2.1. give written notice of the Indemnity Claim, together with reasonable particulars of it, to the Indemnifying Party within seven (7) days of the Indemnity Claim first being made or alleged by the relevant third party;
 - 9.2.2. promptly give the Indemnifying Party all reasonable co-operation, assistance and information that may be relevant to the Indemnity Claim, including access to the Indemnified Party’s officers, directors, employees, agents, representatives or advisors, and to any relevant assets, accounts, documents and records within the power or control of the Indemnified Party, so as to enable the Indemnifying Party and its professional advisors to examine them and to take copies (at the Indemnifying Party’s expense) for the purpose of assessing the Indemnity Claim;
 - 9.2.3. not admit, defend, compromise, negotiate or settle the Indemnity Claim without the prior written consent of Indemnifying Party (in its sole discretion) and be deemed to have given to the Indemnifying Party the sole authority to avoid, dispute, compromise or defend the Indemnity Claim; and
 - 9.2.4. suspend use of any Helpshift Licensed Products, or Customer Materials, or the relevant part of them that are the subject of an Indemnity Claim for a period of not less than sixty (60) days to allow the Indemnifying Party to, at the Indemnifying Party’s option and, by way of exclusive remedy for the Indemnified Party, the Indemnifying Party may—

- 9.2.4.1. procure a right for the Indemnified Party to continue to use the Helpshift Licensed Products or Customer Materials,
 - 9.2.4.2. modify the Helpshift Licensed Products or Customer Materials so that they are non-infringing, or
 - 9.2.4.3. replace the relevant Helpshift Licensed Products or Customer Materials with other non-infringing materials.
- 9.3. Exclusions. This Clause 9 shall not apply to any third-party claim in respect of:
- 9.3.1. any use by, for, or on behalf of, Customer of the Helpshift Licensed Product in combination with any item, works or materials not supplied pursuant to the Agreement; or
 - 9.3.2. any modification carried out by, for, or on behalf of, Customer to any Helpshift Licensed Product, if such modification is not authorised by Helpshift in writing.

10. Limitation of Liability

- 10.1. NOTWITHSTANDING ANYTHING TO THE CONTRARY, EXCEPT FOR BODILY INJURY OF A PERSON, NEITHER PARTY, SHALL BE LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT, UNDER ANY LEGAL OR EQUITABLE THEORY, FOR ANY:
- 10.1.1. ERROR OR INTERRUPTION OF USE, LOSS OR INACCURACY OR CORRUPTION OF DATA, THE COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICE, OR TECHNOLOGY, OR LOSS OF BUSINESS;
 - 10.1.2. INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE;
 - 10.1.3. MATTERS BEYOND SUCH PARTY'S REASONABLE CONTROL; OR
 - 10.1.4. AMOUNTS IN THE AGGREGATE THAT EXCEED THE FEES PAID OR PAYABLE BY CUSTOMER TO HELPSHIFT DURING THE TWELVE (12) MONTH PERIOD PRIOR TO THE DATE THE CAUSE OF ACTION ACCRUES.

11. Term and TERMINATION

- 11.1. Term of each Agreement. Subject to earlier termination as provided below, this Agreement shall commence on the Commencement Date set forth in the first Order Form and shall last until the expiration of the Order Form Initial Term and/or all Order Form Renewal Terms. In the event of a material breach of this Agreement by either party, the non-breaching party may terminate this Agreement by providing written notice to the breaching party, provided that the breaching party does not materially cure such breach within thirty (30) days (ten (10) days in the case of non-payment) of receipt of such notice. Without limiting the foregoing, Helpshift may suspend or limit Customer's access to or use of the Service if:
- 11.1.1. repair the Helpshift Licensed Product,
 - 11.1.2. replace the Helpshift Licensed Product, or

- 11.1.3. terminate the relevant Agreement immediately by notice in writing to Customer and refund any of the Charges paid by the Customer as at the date of termination that are in respect of the Helpshift Licensed Product (less a reasonable sum in respect of the Customer's use of the Helpshift Licensed Product to the date of termination) on return of the Helpshift Licensed Product and all copies thereof, provided that in the case of subsection (b): (i) Helpshift shall use reasonable good faith efforts to work with Customer to resolve or mitigate the damage or degradation in order to resolve the issue without resorting to suspension or limitation; (ii) prior to any such suspension or limitation, Helpshift shall use commercially reasonable efforts to provide notice to Customer describing the nature of the damage or degradation; and (iii) Helpshift shall reinstate Customer's use of or access to the Helpshift Licensed Product, as applicable, if Customer remediates the issue within thirty (30) days of receipt of such notice. Upon termination of this Agreement, all rights granted herein and in each Order Form or SOW to Customer shall terminate and Customer shall make no further use of the Helpshift Licensed Product.
- 11.2. Unpaid Charges. Unless and to the extent otherwise specified in the SOW or Order Form, on the expiry or earlier termination of the Agreement for any reason, Customer shall pay within 14 days all unpaid Charges and any other charges, expenses or sums that may have arisen under that Agreement.
- 11.3. Survival. The following Clauses of these Terms shall survive any termination or expiration of each Agreement, together with any payment obligations and provisions that by their nature shall survive: 4, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 17, 18, 19 and 20.

12. Confidentiality

- 12.1. Confidentiality obligations. During the Term and for 5 years after the termination of an Agreement for any reason, each Party shall:
- 12.1.1. keep all Confidential Information disclosed by the other Party under the Agreement confidential and not disclose such Confidential Information to any person other than its employees, directors, officers, representatives, contractors, subcontractors, professional advisors and its Affiliates; and
- 12.1.2. not use any Confidential Information for any purpose other than to exercise its rights and perform its obligations under the Agreement and/or a SOW or Order Form; and
- 12.1.3. ensure that any person to whom the Party discloses Confidential Information under Clause 12.1(a) shall comply with this Clause 12.1 and such Party shall be liable for any breaches by such persons.
- 12.2. Confidentiality exceptions. The provisions of Clause 12.1 shall not apply to:

- 12.2.1. any information that is in the public domain other than by breach of the Agreement;
- 12.2.2. information lawfully in the possession of the receiving Party before disclosure thereof by the disclosing Party;
- 12.2.3. information obtained without an obligation of confidentiality from a third party or created independently; and
- 12.2.4. information required to be disclosed by a court of competent jurisdiction, governmental body or other competent authority.

13. Data Protection

- 13.1. Definitions. In this Clause 13 and the Data Processing Addendum, references to “**controller**”, “**data subject**”, “**personal data**”, “**personal data breach**”, “**process**”, “**processed**”, “**processing**”, “**processor**” and “**supervisory authority**” have the same meanings as defined in the GDPR.
- 13.2. Interpretation. References to the GDPR and/or an Article or Chapter of the GDPR shall, where the context so requires and insofar as the Data Protection Laws is that of the UK, be construed as a reference to the equivalent Data Protection Laws of the UK and/or the corresponding provision of such Data Protection Laws.
- 13.3. Data Protection Laws. When processing personal data, each Party shall comply with obligations applicable to it under the Data Protection Laws and the Data Processing Addendum.
- 13.4. Administrative personal data. The parties acknowledge and agree that with respect to Customer Account Data and Customer Usage Data, Helpshift is an independent controller, not a joint controller with Customer. Helpshift will process Customer Account Data and Customer Usage Data as a controller (i) to manage the relationship with Customer; (ii) to carry out Helpshift’s core business operations, such as accounting, audits, tax preparation and filing and compliance purposes; (iii) to monitor, investigate, prevent and detect fraud, security incidents and other misuse of the Services, and to prevent harm to Customer; (iv) for identity verification purposes; (v) to comply with legal or regulatory obligations applicable to the processing and retention of personal data to which Helpshift is subject; and (vi) as otherwise permitted under Data Protection Laws and in accordance with this Agreement. Helpshift may also process Customer Usage Data as a controller to provide, optimize, and maintain the Services, to the extent permitted by Data Protection Laws. Any processing by the Helpshift as a controller shall be in accordance with the Helpshift’s privacy policy set forth at <https://www.helpshift.com/legal/privacy/>.

14. Customer data

- 14.1. Customer shall retain all right, title and interest in and to the Customer Data, including all Intellectual Property Rights therein. Customer, not Helpshift, shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and Intellectual Property Rights to use of all Customer Data. Customer represents and warrants that it has all rights and consents necessary to use and provide the Customer Data to Helpshift as contemplated hereunder, in each case without any infringement, violation or misappropriation of any third party rights (including, without limitation, intellectual property rights and rights of privacy).
- 14.2. Helpshift shall use commercially reasonable efforts to maintain the security and integrity of the Helpshift Licensed Products and the Customer Data. Helpshift is not responsible to Customer for unauthorized access to Customer Data or the unauthorized use of the Helpshift Licensed Products (such as spamming, DDOS and similar cases of security abuse) unless such access is due to Helpshift's gross negligence or willful misconduct. Customer is responsible for the use of the Service by any person to whom Customer has given access to the Service, even if Customer did not authorize such use.
- 14.3. Customer agrees and acknowledges that Customer Data may be irretrievably deleted if Customer's account is ninety (90) days or more delinquent.
- 14.4. Notwithstanding anything to the contrary, Customer acknowledges and agrees that Helpshift may:
 - 14.4.1. internally use and modify (but not disclose) Customer Data for the purposes of (i) providing the Service to Customer and (ii) testing, improving and operating Helpshift's products and services, including the Helpshift Licensed Products, and (ii) generating Aggregated Anonymous Data, and
 - 14.4.2. freely use, retain and make available Aggregated Anonymous Data for Helpshift's business purposes (including without limitation, for purposes of improving, testing, operating, promoting and marketing Helpshift's products and services).

15. Non-Solicitation

- 15.1. Non-solicitation obligation. For the duration of the Term of an Agreement and a period of 6 months after its termination for any reason, neither Party to that Agreement shall employ or otherwise offer employment to, either directly or indirectly (including through an Affiliate or third party) any person employed by or acting for and on behalf of the other Party to the SOW without the prior written consent of the other Party. If either Party is in breach of this Clause 15.1 it shall immediately cease solicitation and withdraw any employment offer made.

- 15.2. General advertisements. Nothing in Clause 15.1 shall prohibit a Party (or the Party's Affiliates) from employing any person who was not solicited, but who applied for employment in response to a general advertisement for employment put out by the Party.

16. Force Majeure

- 16.1. Force Majeure events. No Party shall be liable for a failure to perform or delay in performing any obligation under an Agreement if the failure or delay is caused by any event of Force Majeure.
- 16.2. Force Majeure obligations. Any Party which suffers an event of Force Majeure must notify the other Party as soon as is reasonably practicable and describe in reasonable detail the nature of the event of Force Majeure and its likely effect on that Party's ability to perform its obligations under the Agreement. Any Party subject to an event of Force Majeure shall use reasonable endeavours to resume performance of its obligations as soon as reasonably practicable.
- 16.3. Force Majeure termination. Either Party may terminate an Agreement with immediate effect by giving written notice to the other Party if any event of Force Majeure lasts for more than 30 days, or recurs more than twice in any single 60-day period.

17. Dispute resolution

- 17.1. Dispute resolution process. In the event that a dispute arises between the Parties out of, or in connection with, an Agreement (a "**Dispute**"), the Parties shall follow the dispute resolution procedure set out in this Clause 17.1:
- 17.1.1. either Party may give written notice to the other Party of the Dispute, setting out the nature and full particulars of the Dispute, together with any relevant supporting documents (a "**Dispute Notice**");
- 17.1.2. upon receipt of the Dispute Notice, the Helpshift project manager and the Customer project manager shall promptly attempt in good faith to resolve the Dispute;
- 17.1.3. if a Dispute has not been resolved within 14 days of the receipt of the Dispute Notice, the Dispute shall be referred to the Chief Executive Officer (or Managing Director or other person of equivalent seniority) of each of the Parties, or their duly authorized designate, who shall attempt in good faith to resolve the Dispute; and
- 17.1.4. if the Chief Executive Officers (or their duly authorized designates) of the Parties are, for any reason, unable to resolve the Dispute within 30 days of it being referred to them, the Parties shall enter into mediation in good faith to attempt to settle the Dispute in accordance with Clause 17.2.
- 17.2. Mediation. If the Parties are required to enter into mediation in accordance with Clause 17.1(d):

- 17.2.1. the Parties shall attempt to resolve the Dispute using the Centre for Effective Dispute Resolution (“**CEDR**”) Model Mediation Procedure;
- 17.2.2. to initiate the mediation process, a Party must serve notice in writing (“**Mediation Notice**”) to the other Party to the Dispute, referring the Dispute to mediation;
- 17.2.3. unless otherwise agreed between the Parties within 14 days of service of the Mediation Notice—
 - 17.2.3.1. the mediator shall be nominated by CEDR and a copy of the ADR notice should be sent to CEDR,
 - 17.2.3.2. the mediation will take place in London, England, and the language of the mediation shall be English,
 - 17.2.3.3. the Mediation Agreement referred to in the CEDR Model Mediation Procedure shall be governed by and construed in accordance with the substantive law of England and Wales, and
 - 17.2.3.4. the mediation shall start not later than 30 days after the date of service of the Mediation Notice.
- 17.3. If a Dispute is not resolved within 60 days after service of the Mediation Notice in accordance with Clause 17.2, or either Party fails to participate or ceases to participate in the mediation before the expiry of that 60-day period, or the mediation terminates before the expiry of that 60-day period, the Dispute shall be finally resolved in accordance with Clause 20.2.

18. Notices

- 18.1. All notices under an Agreement shall be in writing and given by hand, registered post or email to a Party at the postal address and/or email address set out in the SOW or Order Form (or such addresses as otherwise notified in writing from time to time in accordance with this Clause 18), except for a notice given to a Party under Clause 11 of these Terms, which may not be given by email and may only be given by hand or registered post (with a copy by email).
- 18.2. This Clause 18.2 sets out the delivery methods for sending a notice to a Party under an Agreement and the date and time when the notice is deemed to have been received or given (provided that all other requirements of this Clause 18 have been satisfied and subject to the provision in Clause 18.3):
 - 18.2.1. if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the address;
 - 18.2.2. if sent by registered post, at 9.00am on the second business day in the destination territory after posting; or
 - 18.2.3. if sent by email, at the time of transmission.

- 18.3. If deemed receipt under Clause 18.2 would occur outside business hours in the place of receipt, it shall be deferred until business hours resume. In this Clause 18.3, business hours means 9.00am to 6.00pm Monday to Friday on a day that is not a public holiday in the place of receipt.
- 18.4. This Clause 18 does not apply to the service of any legal proceedings or other documents in any legal action.

19. General

- 19.1. Assignment. Neither Party may assign nor otherwise transfer the benefit of an Agreement to any third party without the prior written consent of the other Party (not to be unreasonably withheld or delayed). Each Party shall be entitled to subcontract the performance of any or all of its obligations under an Agreement to any of its Affiliates without the other Party's prior consent, provided that such Party shall be liable to the other Party for the acts and omissions of such Affiliates.
- 19.2. Waiver. No failure or delay by a party to exercise any right or remedy provided under an Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.
- 19.3. Severance. If at any time any one or more of the provisions of an Agreement or any part of it is or becomes invalid, illegal or unenforceable under any law, the validity, legality and enforceability of the remaining provisions of the Agreement shall not in any way be affected or impaired.
- 19.4. Variation. Helpshift reserves the right to change, modify or remove portions of these Terms at any time. Other than the Product Specific Terms which will be updated from time to time, Helpshift shall provide you with 75 days' notice prior to making any material changes to the Terms by posting a notice on Helpshift's website, by sending you an email and/or by some other means. The most current version of the Terms shall be posted at <https://www.helpshift.com/legal/terms/>. The updated terms shall become effective upon your renewal.
- 19.5. Entire agreement. These Terms and the Product Specific Terms, together with the other terms of an Agreement, apply to the exclusion of all other terms, including any terms and conditions or other legal terms sent by you to Helpshift in respect of the Services and Helpshift Licensed Products, and constitute the entire agreement between the Parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter. Each Party acknowledges that it has not relied upon or been induced to enter into an Agreement by a representation, statement, warranty or understanding

(whether negligently or innocently made). Nothing in this Clause 19.4 shall exclude liability for fraudulent misrepresentation.

- 19.6. No partnership. Nothing in an Agreement shall create a partnership or relationship of employer and employee or a joint venture between the Parties.
- 19.7. Third-party rights. Each Agreement does not create any right enforceable by any person not a party to it, whether under the Contracts (Rights of Third Parties) Act 1999 or otherwise.
- 19.8. Counterparts. A SOW or Order Form may be executed in any number of counterparts, each of which when executed and delivered shall be an original, but all the counterparts shall constitute the same instrument. Both Parties consent that a SOW or Order Form may be signed electronically, and such electronic signature shall be deemed valid.

20. Governing law and jurisdiction

- 20.1. Governing law. Each Agreement and any Dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with English law.
- 20.2. Jurisdiction. Each Party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any Dispute or claim (including non-contractual disputes or claims) arising out of or in connection with an Agreement or its subject matter or formation.

21. Definitions

- 21.1. In these Terms and each SOW or Order Form, the following words and expressions set out in this Clause 21 shall have the following meanings:

Acceptable Use Policy means Helpshift' policy concerning the acceptable use of the Helpshift Licensed Products, as may be attached to the Order Form or SOW or otherwise notified by Helpshift to Customer from time to time.

Affiliate means, in relation to a Party, any entity that directly or indirectly controls, is controlled by, or is under common control with that party from time to time and where control means the beneficial ownership of more than 50% of the issued share capital of a company or the legal power to direct or cause the direction of the general management of the company (and controls and controlled shall be construed accordingly).

Aggregated Anonymous Data means data submitted to, collected by, or generated by Helpshift in connection with Customer's use of the Service, but only in aggregate, anonymized form which can in no way be linked specifically to Customer.

Applicable Law means any applicable laws, regulations, orders or directions issued from time to time by any court, government or other competent regulatory authority.

Applicable Tax means any taxation, duties or other levies paid or payable to any competent authority under Applicable Law, including value added tax, sales tax, excise tax, use tax, goods and services tax, consumption tax, income tax, corporation tax, withholding tax and any others of equivalent effect.

Authorized Users means those employees and other individuals authorized by Customer to use the Helpshift Licensed Product up to the maximum number of Authorized Users set out in the relevant Order Form or SOW (if any), excluding any New Users except to the extent that a Revised Subscription Fee is agreed pursuant to Clause 5.6.

CEDR has the meaning given to it in Clause 17.2(a).

Charges means the sums payable by Customer to Helpshift for the Services and Helpshift Licensed Products under an Agreement in accordance with the terms of Clause 5.2.

Commencement Date means the date identified as such in a SOW or Order Form or, in the event no such date is identified in a SOW or Order Form, the date when Helpshift first started providing the Services or Helpshift Licensed Products.

Confidential Information means any private, secret and/or confidential information which is disclosed by either Party under or in connection with an Agreement (whether orally or in writing and whether or not such information is expressly stated to be confidential or marked as such).

Customer means the party identified as “Customer” in the SOW or Order Form to an Agreement.

Customer Account Data means personal data that relates to: (i) Customer’s relationship with Helpshift, including the names or contact information of individuals authorized by Customer to access Customer’s account and billing information of individuals that Customer has associated with its account; and (ii) any data Helpshift may need to collect for the purpose of managing its relationship with Customer, identity verification, or as otherwise required by applicable laws and regulations.

Customer Data shall mean any data, information or other material provided, uploaded, or submitted by Customer to the Helpshift Licensed Products in the course of using the Service.

Customer Materials means any works, information, data or other materials provided by Customer to Helpshift under an Agreement, including any accompanying documentation.

Customer Personnel means any and all employees, directors, officers, agents, contractors and consultants of Customer from time to time.

Customer Usage Data means service usage data collected and processed by Helpshift in connection with the provision of the Services, including without limitation data used to identify the source and destination of a communication, activity logs, and data used to optimize and maintain performance of the Services, and to investigate and prevent system abuse.

Data Protection Laws means all applicable laws relating to the processing of personal data, as amended, extended, re-enacted or replaced from time to time, including the following:

- a. the UK's Data Protection Act 2018 and the UK GDPR;
- b. the GDPR;
- c. EC Directive 2002/58/EC on Privacy and Electronic Communications; and
- d. all local laws or regulations implementing or supplementing the EU legislation mentioned in (b)-(c) above (including the UK Privacy and Electronic Communications Regulations 2003).

Data Processing Addendum can be accessed through the following link: [Helpshift Data Processing Addendum](#).

Dispute has the meaning given to it in Clause 17.1.

Dispute Notice has the meaning given to it in Clause 17.1(a).

Feedback means all current and future suggestions, comments or other feedback regarding the Helpshift Licensed Products provided by or on behalf of Customer.

Force Majeure means any circumstance beyond a Party's or any of its subcontractor's reasonable control, which shall be deemed to include (for the avoidance of doubt) any and all acts of God, flood, drought, earthquake or other natural disaster, terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions on any person, embargo, or breaking off of diplomatic relations, nuclear, chemical or biological contamination, any law or any action taken by a government, regulatory, public or other competent authority (including imposing an export or import restriction, quota or prohibition and including any restrictions imposed or action taken in relation to a pandemic), collapse of buildings, fire, explosion or accident, interruption or failure of utility service, supply chain disruption, and any pandemic or epidemic or other outbreak of disease (including any further outbreak or incidence of SARS-CoV-2) or

compliance with government or other competent authority's measures to control any such pandemic, epidemic or other outbreak of disease.

GDPR means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data and **UK GDPR** has the meaning given in the Data Protection Act 2018.

Indemnified Party has the meaning given to it in Clause 9.1.

Indemnifying Party has the meaning given to it in Clause 9.1.

Indemnity Claim has the meaning given to it in Clause 9.1.

Insolvency Event means the occurrence of any of the following events or circumstances (or any analogous event or circumstance in a jurisdiction other than England and Wales) in relation to the other Party: (a) being deemed unable to pay its debts as defined in section 123 Insolvency Act 1986 without any requirement to prove any matter stated in that section to a court, (b) proposing a voluntary arrangement; (c) steps being taken for a receiver, administrator or manager to be appointed over the whole or a material part of its business or assets; (d) an order being made, a resolution passed or other steps being taken for its winding-up (except for the purposes of a bona fide solvent reorganisation), bankruptcy or dissolution; (e) otherwise proposing or entering into any composition or arrangement with its creditors or any class of them; or (f) ceasing to carry on business or claiming the benefit of any statutory moratorium.

Intellectual Property Rights means patents (including any supplementary protection certificates or other extensions thereof), utility models, rights to inventions, copyright and neighbouring and related rights, trade marks and service marks, know-how, trade secret, rights in business names and domain names, rights in get up and trade dress, goodwill and the right to sue for passing off and unfair competition, rights in designs, rights in computer software, database rights and all other intellectual property rights, in each case whether in whole or in part, whether registered or unregistered, and for the whole legal term of protection of such rights and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights, and all similar or equivalent rights or forms of protection that subsist now or will subsist in the future in any part of the world.

Helpshift Licensed Products means the software, hardware, audio-visual assets, documentation or other works and materials that may be identified in the Order Form and in which Helpshift is the owner or licensee of the Intellectual Property Rights.

Helpshift Personnel means any and all employees, directors, officers, agents, contractors and consultants of Helpshift and its Affiliates from time to time.

Losses has the meaning given in Clause 9.1.

Mediation Notice has the meaning given to it in Clause 17.2(b).

Optional Integrations Services has the meaning given in Clause 4.4.

Party means a party to an Agreement, being Helpshift or Customer, and “**Parties**” shall mean Helpshift and Customer together.

Permitted Use means the use identified in the Order Form to an Agreement.

Products has the meaning given to it in the Product Specific Terms.

Services means any services that are provided by Helpshift to Customer under a SOW or Order Form, including the provision of the Helpshift Licensed Products.

Terms means these Terms and Conditions, which govern each and every Agreement.

Statement of Work, SOW or Order Form means a document that describes the Services or Helpshift Licensed Products to be provided by Helpshift to Customer under an Agreement, whether or not entered into under a Master Services Agreement or other framework agreement, and including (for the avoidance of doubt) any such documents entitled “Quotes”, “Purchase Orders” or “Work Orders” or similar.

Updates has the meaning given to it in Clause 2.6.

- 21.2. A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality). A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- 21.3. Use of the singular includes the plural and vice versa. A reference to one gender shall include a reference to the other genders. A reference to a Clause is a reference to a clause of these Terms. Headings to Clauses are for the purpose of information and identification only and do not affect the interpretation of these Terms. A reference to “writing” or “written” includes email, but not fax.
- 21.4. Any phrase introduced by the words “**including**”, “**include**”, “**in particular**” or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those words.