



TRANSFER GOVERNANCE OF CUSTOMER SUBSCRIPTION TO ASSIGNEE'S TERMS

WHEREAS, Zendesk, Inc. ("Zendesk") and Dupage County Health Department ("Customer") have entered into the Main Services Agreement ("Terms") in relation to Customer's subscription under Zendesk Support Account ID #11809076 ("Assigned Account") for Zendesk customer support service and tools described at www.zendesk.com ("Service");

WHEREAS, Zendesk and County of DuPage, IL ("Assignee") have previously entered into the Main Services Agreement ("Assignee Terms") and;

WHEREAS, Customer requests that all of its rights and obligations in the Assigned Account be assigned to Assignee ("Transfer"). The Customer's subscription shall be governed by the Assignee Terms as of January 16, 2024 ("Transfer Effective Date").

WHEREAS, Customer, Assignee and Zendesk are collectively referred to as the "Parties" herein.

NOW THEREFORE, for good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged by the Parties hereto, the Parties agree as follows:

1. The Parties agree that the Terms governing the Customer's subscription will terminate upon the Transfer Effective Date.
2. Subject to Section 1 above, Zendesk hereby consents to the Customer's subscription being governed by the Assignee Terms.
3. This Transfer shall not be deemed a waiver of any claim or right by Zendesk pursuant to the Terms.
4. Assignee agrees to hold harmless and indemnify Zendesk against any claim brought by a third party against Zendesk arising from or related to Customer's breach of the Terms or use of the Service prior to the Transfer Effective Date or arising out of this Transfer; provided that Zendesk promptly notifies Assignee of the threat or notice of such claim.
5. It is the intention of the Parties that in the event a court of competent jurisdiction finds that any provision of this Transfer is unenforceable for any reason, the remainder of this Transfer shall remain effective and enforceable to the extent possible under the circumstances then existing.
6. Governing law and venue for disputes regarding this Transfer shall be as stated in the Assignee Terms.
7. This Transfer supersedes all prior and contemporaneous agreements and discussions of the Parties hereto regarding the subject matter hereof and, as written, constitutes the entire agreement of the Parties. Except as set forth herein, the Assignee Terms remain unchanged and in full force and effect.
8. As of the Transfer Effective Date, the billing information and other relevant contact information shall be the same as stated in the Assignee Terms.

Except as provided for herein, the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties have executed this Transfer by their duly authorized signatories:

DUPAGE COUNTY HEALTH DEPARTMENT		COUNTY OF DUPAGE, IL		ZENDESK, INC.	
BY	Signature on File		Signature on File		
NAME	Luke Banaszak	NAME	Deborah A. Conroy	NAME	
TITLE	AD of IT	TITLE	County Board Chair	TITLE	
DATE	12/20/23	DATE	12/29/2023	DATE	

