

Kayako Prime Terms and Conditions

The "Kayako Prime Program" is a membership program which rewards customers for their continued business and loyalty. Conditions for eligibility of rewards and retention of such rewards apply, governed by the details set forth below. For clarity, the licenses granted by Kayako under the Kayako Prime Program are governed by their respective terms and conditions, as modified by this Kayako Prime Program. Kayako reserves the right to modify or terminate the Kayako Prime Program at any time.

1. DEFINITIONS.

- i. The following products are listed at www.kayako.com/legal
"Kayako Prime Product(s)"
- ii. "Home Product(s)" means the Kayako products for which you have an active paying subscription.

2. ELIGIBILITY.

In order to be eligible to participate in the Kayako Prime Program, you must have:

- subscribed to a Kayako Standard, Gold, or Platinum subscription; and
 - renewed a Kayako Standard, Gold, or Platinum subscription plan, at least twelve (12) months have passed from its original purchase, and have continued to pay for the applicable fees;
- or
- been notified in writing by Kayako that you are eligible to participate.

Once you become a Kayako Prime Program member, you must continue to renew and pay the fees for your Home Product(s) in order to keep the Prime Product(s) (as defined below) associated with it.

3. BUSINESS APPS PRIME PROGRAM SUBSCRIPTION.

As a member of the Kayako Prime Program, you are entitled to a term subscription license to the Prime Products (as further explained below), but NOT including the Home Product(s) (each of such products that you obtain pursuant to this Section will be referred to as the "Prime Product(s)").

You may obtain:

- one Prime Product each time you renew or subscribe your Home Product on Standard Support; or
- three Prime Products each time you renew or subscribe your Home Product on Gold Support; or
- unlimited Prime Products and each time you renew or subscribe your Home Product on Platinum Support.

4. LICENSE SCOPE. The license to the Prime Products will be governed at all times by the applicable Terms and Conditions, as modified by these terms and conditions and will be restricted to your internal use only, the number of licensed Units for each Prime Product are depended on the product chosen and available upon communication with your Customer Success Manager. All restrictions of use and limitations set forth in the applicable Terms and Conditions remain in full force and effect.

5. TERM AND TERMINATION. The "Term" of the license for each Prime Product will be the same term that is applicable to your Home Product. On termination or expiration of the Kayako Prime Program, or your eligibility, or termination of a particular benefit provided from the Kayako Prime Program membership the conditions as set in the termination Section of the applicable Terms of Service will apply to the terminated licenses granted under the Kayako Prime Program.

6. SUPPORT. The right to use the Prime Product(s) include support services at the Standard Support level. If you elect to upgrade the support to Gold or Platinum, additional fees will apply. Please consult with your Renewals Manager for your Support options.

7. FEES. License and support (at Standard level) subscription fees for the Prime Product(s) are waived during the Term. The licenses for the Prime Products are provided at no additional charge provided that you continue to be a member of the Kayako Prime Program.

8. HOME PRODUCT(S) NOT INCLUDED. The Home Product(s) remain subject to your original license term, scope, and price. The scope of license granted to the Prime Product(s) under the Kayako Prime Program does not extend to or in any way modify your license to your Home Product(s).

9. DELIVERY AND INSTALLATION NOT INCLUDED. Prime Products may require additional professional services with respect to installation and deployment. All costs of installation and deployment will be borne by you. Should you elect to hire Kayako for any installation, deployment, customization, or other professional services, any such engagement will require the mutual execution of separate agreement.

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