

***SALESFORCE.ORG PARTNER NETWORK AGREEMENT**

(SPNA Version Date: January 4, 2021)

THIS SALESFORCE.ORG PARTNER NETWORK AGREEMENT (THIS “**AGREEMENT**”) IS MADE BY AND BETWEEN SALESFORCE.ORG, AN AFFILIATE OF SALESFORCE.COM, INC., WITH ITS PRINCIPAL PLACE OF BUSINESS AT SALESFORCE TOWER, 415 MISSION STREET, 3RD FLOOR,, SAN FRANCISCO, CA 94105 (“**SALESFORCE.ORG**”) AND THE INDIVIDUAL OR ENTITY NAMED ABOVE (“**SUPPORTING PARTNER**” OR “**YOU**” OR “**YOUR**”) AS OF THE EFFECTIVE DATE. SUPPORTING PARTNER AND SALESFORCE.ORG SHALL EACH BE A “**PARTY**” AND COLLECTIVELY, THE “**PARTIES**” TO THIS AGREEMENT.

THIS AGREEMENT SETS FORTH THE TERMS AND CONDITIONS ASSOCIATED WITH YOUR PARTICIPATION AS A PARTNER IN THE SALESFORCE.ORG PARTNER NETWORK (THE “**SPONSORSHIP PACKAGE**”) DURING THE SPONSORSHIP PACKAGE YEAR (AS DEFINED IN THE APPLICABLE SALESFORCE.ORG ALLIANCES GTM PACKAGE APPLICATION TO THE SALESFORCE.ORG PARTNER NETWORK AGREEMENT, AND AS MUTUALLY EXECUTED BY THE PARTIES).

IN ORDER TO QUALIFY FOR THE SPONSORSHIP PACKAGE, THE SUPPORTING PARTNER MUST BE (i) AN ACTIVE PARTNER OF SALESFORCE.COM, INC. (“**SFDC**”), PARTICIPATING IN SFDC’S PARTNER PROGRAM, (ii) PARTY TO A VALID SFDC PARTNER PROGRAM AGREEMENT (“**SPPA**”); AND (iii) APPROVED BY SALESFORCE.ORG TO PARTICIPATE IN THE SPONSORSHIP PACKAGE AS A SUPPORTING PARTNER, DURING THE SPONSORSHIP PACKAGE YEAR, IN THE ASSIGNED SPONSORSHIP TIER. BY ACCESSING THE PARTNER COMMUNITY, SPONSORING EVENTS, AND OTHERWISE PARTICIPATING IN THE SPONSORSHIP PACKAGE DURING THE SPONSORSHIP PACKAGE YEAR, THE SUPPORTING PARTNER REPRESENTS THAT (I) IT IS PARTY TO A VALID SPPA WITH SFDC, (II) IT HAS READ AND UNDERSTANDS ALL OF THE PROVISIONS OF THIS AGREEMENT, AND (III) THE TERMS OF THIS AGREEMENT SUPERSEDE AND REPLACE ANY AND ALL OTHER PARTNERSHIP AGREEMENTS BETWEEN SALESFORCE.ORG AND SUPPORTING PARTNER EXECUTED PRIOR TO THE DATE OF THIS AGREEMENT.

ANY INDIVIDUAL ACCEPTING THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY HEREBY REPRESENTS THAT HE OR SHE HAS THE AUTHORITY TO BIND SUCH ENTITY TO THIS AGREEMENT. IF AN INDIVIDUAL DOES NOT HAVE SUCH AUTHORITY, OR IF THE INDIVIDUAL DOES NOT OR CANNOT AGREE TO THE TERMS AND CONDITIONS OF THIS AGREEMENT ON ITS OWN OR AN ENTITY’S BEHALF, THE INDIVIDUAL OR ENTITY MAY NOT ACCESS THE PARTNER COMMUNITY NOR ENROLL OR OTHERWISE PARTICIPATE IN THE SPONSORSHIP PACKAGE AS A SUPPORTING PARTNER OR OTHERWISE. AN ENTITY MAY NOT JOIN AND/OR PARTICIPATE IN THE SPONSORSHIP PACKAGE, ACCESS THE PARTNER COMMUNITY, NOR ACCEPT THIS AGREEMENT IF THE ENTITY IS OR BECOMES (IN WHOLE OR IN PART) A DIRECT COMPETITOR WITH SFDC OR SALESFORCE.ORG, EXCEPT WITH THE WRITTEN CONSENT OF SFDC AND SALESFORCE.ORG.

The benefits associated with each Sponsorship Tier are specified in the “Partner Network Benefits Guide” (“**Sponsorship Guide**”), which Supporting Partner hereby acknowledges receiving and which are incorporated by referenced into this Agreement. By signing this Agreement, Supporting Partner is agreeing to be considered as a Supporting Partner by Salesforce.org as part of the Sponsorship Package. If You are selected, Salesforce.org will notify You via email, confirming Your selection to participate and Your Salesforce.org Partner Sponsorship Tier Supporting Partners shall be entitled to receive those benefits of the Sponsorship Package commencing as of the Effective Date of registration as a Supporting Partner until the end of the Sponsorship Package Year. Certain Sponsorship Package benefits may be subject to additional fees.

Salesforce.org reserves the right to make changes to the Sponsorship Package, including renaming, benefits associated with various Sponsorship Tiers, Supporting Partner activities and any other aspect of the Sponsorship Package. In the event that Supporting Partner fails to meet the minimum requirements for participation in the Network or participation in a specified Sponsorship Tier, Supporting Partner will forfeit their Sponsorship Tier without refund of Sponsorship Fee paid for the Sponsorship Package Year. Salesforce.org may terminate the participation of a Supporting Partner at its discretion at any time for Salesforce.org Supporting Partner’s failure to comply with the terms and conditions of this Agreement.

PAYMENT: Supporting Partner agrees to pay the Sponsorship Fees associated with its participation in the Sponsorship Package. Sponsorship Fees will be invoiced by Salesforce.org annually and such invoice will be due and payable in full immediately upon receipt but in no event later than 30 days from receipt of invoice (“**Final Due Date**”).

SPONSORSHIP PACKAGE BENEFITS: The benefits of participating in the Partner Network (“**Sponsorship Benefits**”) are provided for in the Sponsorship Guide and include Supporting Partner’s logo being listed on Salesforce.org’s website, collaboration with Salesforce.org’s Alliances team, and participation in events that are made available to Supporting Partner by Salesforce.org or hosted or presented by other Salesforce.org supporting partners (“**Salesforce.org Events**”). If Supporting Partner qualifies for Sponsorship Tiers in both Salesforce.org’s Non-Profit and Higher Education verticals, Supporting Partner will be provided the highest level of participation for which it qualifies and purchases. In any such case, Supporting Partner is required to pay for its highest qualified Sponsorship Tier only in one vertical. In such cases, Salesforce.org will only provide go-to-market benefits, marketing collaboration and other Sponsorship Benefits for the highest qualifying Sponsorship Tier in the specified vertical. Additional Sponsorship Benefits provided to Supporting Partner in an additional qualifying vertical or sales region will be provided solely at Salesforce.org’s discretion.

SALESFORCE.ORG EVENTS. Subject to the terms and conditions in this Agreement, Supporting Partner may participate in the Salesforce.org Events. Supporting Partner must obtain specific written consent of Salesforce.org for any use of Salesforce.org-issued badges, Partner Network Tiers or other Partner Network assets outside of the Sponsorship Benefits, and any such unauthorized use is strictly prohibited. All Salesforce.org Events and the associated benefits are subject to change at the sole discretion of Salesforce.org.

All Salesforce.org Events and associated entitlements shall be promoted through the Partner Network Chatter groups in the Power of Us HUB. For benefits such as social mentions, blog posts, webinars and partner sponsored events, Supporting Partner must submit written requests to Salesforce.org and provide appropriate information appropriate to fulfilling an

entitlement.

Salesforce.org Events may be scheduled for a specific location, date and time specified in the applicable Chatter groups or as otherwise published by Salesforce.org. Supporting Partner acknowledges and agrees that Salesforce.org may, at any time, reschedule the location, date, time, and/or logistics of a Salesforce.org Event. Salesforce.org will attempt to notify Supporting Partner of any such changes as far in advance as possible, provided that no such scheduling change will be deemed a cancellation by Salesforce.org and therefore, if Supporting Partner wishes to cancel its sponsorship, Salesforce.org will have no obligation to refund to Supporting Partner any portion of the Sponsorship Fees pre-paid by Supporting Partner.

SUPPORTING PARTNER EVENTS. Supporting Partner may organize, sponsor, and host its own events (“**Supporting Partner Events**”). For any Supporting Partner Event, upon Supporting Partner’s written request, Salesforce.org will use commercially reasonable efforts to publicize and market the Supporting Partner Event by posting opportunities to the Salesforce.org Sales team and other Salesforce.org channels. Supporting Partner may also request participation by Salesforce.org in a Supporting Partner Event, but such participation shall be at Salesforce.org’s sole discretion.

USE OF SALESFORCE.COM AND SALESFORCE.ORG MARKS: Supporting Partner agrees not to use any trademarks, trade names, logos, slogans or other intellectual property owned by either Salesforce.com or Salesforce.org (“**Salesforce Marks**”), except as permitted in, and in accordance with, [Salesforce’s Partner Branding Guidelines](#), which Supporting Partner hereby acknowledges receiving, and which are incorporated into this Agreement by reference. In its sole discretion, Salesforce.org may withhold or withdraw permission for Supporting Partner to display items or distribute souvenirs, advertising or any other material containing the Salesforce Marks. Supporting Partner may not issue any announcement or press release regarding the Salesforce.org Partner Network or a Salesforce.org Event without the prior written consent of Salesforce.org.

NO ENDORSEMENT: Supporting Partner will not state or imply that its products or services are endorsed by Salesforce.org and no approval by Salesforce.org of any of Supporting Partner content or participation in the Supporting Partner Event will be deemed an endorsement to Supporting Partner by Salesforce.org.

CANCELLATION BY SUPPORTING PARTNER: Sponsorship Fees are non-refundable regardless of the reason for termination or cancellation. If Supporting Partner wishes to terminate this Agreement, Supporting Partner must send notice of cancellation in writing to Salesforce.org, Attention: Channels & Alliances, Salesforce Tower, 415 Mission Street, Third Floor, San Francisco, CA 94105 via certified mail, return receipt requested.

CANCELLATION OR TERMINATION BY SALESFORCE.ORG: Salesforce.org reserves the right to cancel any Salesforce.org Event, or any portion thereof, for any reason at any time upon written notice to Supporting Partner. Salesforce.org may immediately, upon written notice to Supporting Partner, terminate this Agreement, in whole or in part, including Supporting Partner’s participation in the Sponsorship Package, with or without cause.

Upon cancellation of a Salesforce.org Event or termination by Salesforce.org for cause, including, without limitation, Supporting Partner’s breach of this Agreement or Supporting Partner’s failure to pay the Sponsorship Fees in full, Supporting Partner will not be entitled to, and Salesforce.org will not pay Supporting Partner, any refund of any Sponsorship Fee. In the event of any termination of a Salesforce.org Event by Salesforce.org without cause, Salesforce.org’s sole liability to Supporting Partner, and Supporting Partner’s exclusive remedy, will be to reschedule what Salesforce.org deems to be an appropriate replacement event or refund of what Salesforce.org deems the appropriate value of the stated event.

WARRANTY: Supporting Partner warrants that: (1) it has the authority to enter into this Agreement; (2) that its participation in the Partner Network will not violate any other agreement or understanding between Supporting Partner and a third party; (3) Supporting Partner will reimburse Salesforce.org for any losses Salesforce.org incurs resulting from any damage to the personal property of, or any personal injury to, Salesforce.org, any owners of any Salesforce.org Event location (“**Location Owner**”), or any of Salesforce.org’s employees or contractors in connection with a Salesforce.org Event or a Supporting Partner Event; (4) no materials provided by Supporting Partner in connection with the Sponsorship Package will infringe or misappropriate any third party’s rights; and (5) Supporting Partner will comply with all applicable federal, state and local laws and regulations in connection with its obligations under this Agreement and its conduct in connection with any Supporting Partner Event and/or Salesforce.org Event.

INDEMNITY: Supporting Partner will indemnify and hold Salesforce.org and its affiliated companies (the “**Indemnified Parties**”) harmless for and from any alleged or actual claim for any costs, losses, or fines, penalties, or expenses (including reasonable attorneys fees) arising from or related to: (1) any damages to real or personal property, or personal injury to any person, directly or indirectly caused by Supporting Partner or Supporting Partner’s employees or contractors in connection with the Supporting Partner Event; (2) any failure to comply with any applicable federal, state, and local laws and regulations related to the collection, use, sharing, disclosure and storage of personal information; and (3) any claim that the Indemnified Parties’ use of any content provided by Supporting Partner for the Supporting Partner Event and/or Salesforce.com Event infringes or misappropriates any third party’s intellectual property, publicity, privacy, confidentiality or other right, provided that in no event will the Indemnified Parties’ approval or use of Supporting Partner’s products or any other materials provided by Supporting Partner or the Indemnified Parties’ approval of Supporting Partner’s use of Salesforce Marks, affect the Indemnified Parties’ right of indemnification as described in this paragraph. This provision will survive the termination or expiry of this Agreement.

LIMITATION OF LIABILITY: Neither Salesforce.org, nor any Location Owner, will be liable for any indirect, incidental, special or consequential damages, or damages for loss of profits, revenue, data, or use, nor any punitive damages, incurred by Supporting Partner, whether in an action in contract or tort, even if Salesforce.org or the Location Owner have been advised of the possibility of such damages. Salesforce.org’s liability for damages under this Agreement will in no event exceed the amount of Sponsorship Fees paid by Supporting Partner under this Agreement.

NO PARTNERSHIP OR AGENCY: Nothing in this Agreement is intended to, or will be deemed to, establish any partnership or joint venture between any of the Parties, constitute any Party the agent of another Party, nor authorize any Party to make or enter into any commitments for or on behalf of any other Party.

SUCCESSORS AND ASSIGNS: Salesforce.org may assign or delegate its rights and obligations under this Agreement in its sole discretion. Supporting Partner may not assign or delegate its rights and responsibilities under this Agreement to any person or entity without Salesforce.org's prior written permission other than to a wholly-owned affiliate or subsidiary that is not a direct competitor of Salesforce.org.

PERMISSION TO USE MATERIALS: Supporting Partner grants Salesforce.org and its employees, agents, contractors or representatives permission to use, reproduce, combine with other works, and publish worldwide, during the Sponsorship Package Year, in all media, Supporting Partner's trademarks, product names or descriptions and logo(s) and any materials Supporting Partner provides for the purpose of or as result of its participation in the Partner Network including, without limitation, posting on websites, or publishing in other print or electronic media, brochures, newsletters, advertisements, and magazines. Salesforce.org may edit materials only as necessary to conform them to a given media, e.g., changing the size of an image, but will not modify Supporting Partner's trademarks or logos in any other way without Supporting Partner's prior written consent.

MISCELLANEOUS: This Agreement will be governed exclusively by the internal laws of the State of California, without regard to its conflicts of laws rules or the United Nations Convention on the International Sale of Goods. Each Party hereby consents to the exclusive jurisdiction of the state and federal courts located in San Francisco County, California to adjudicate any dispute arising out of or relating to this Agreement. No waiver of any provision by either party will constitute a waiver of any other provision nor will any waiver be enforceable unless it is in writing signed by the parties. It is the intent of the parties that if a court finds any provision of this Agreement to be unenforceable, all other provisions will remain enforceable.

CONFIDENTIALITY AND AUTHORIZATION: This Agreement, its terms and the entitlements are each confidential until publicly announced by Salesforce.org. You may not disclose the existence of this Agreement or the terms of this Agreement to any third party without Salesforce.org's prior written consent. Supporting Partner hereby authorizes Salesforce.org to provide Supporting Partner's contact information including address, phone number, fax number and primary contact person information to the Salesforce.org events and Marketing team, and any Salesforce.org vendor contracted to conduct work in connection with the Partner Network, as well as to the Location Owner and its employees, agents and contractors.

ENTIRE AGREEMENT: This Agreement constitutes the complete agreement between the Parties and supersedes all prior or contemporaneous agreements or representations, written or oral, concerning the subject matter hereof. This Agreement may not be modified or amended except in a writing signed by a duly authorized representative of each party.