

SALESFORCE.ORG IS AN AUTHORIZED RESELLER OF SALESFORCE.COM ("SFDC"). BY ACCEPTING THIS AGREEMENT, EITHER BY CLICKING A BOX INDICATING YOUR ACCEPTANCE OR BY EXECUTING AN ORDER FORM THAT REFERENCES THIS AGREEMENT, YOU AGREE TO THE TERMS OF THIS AGREEMENT. IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY AND ITS ASSOCIATES TO THESE TERMS AND CONDITIONS, IN WHICH CASE THE TERMS "YOU" OR "YOUR" SHALL REFER TO SUCH ENTITY AND ITS ASSOCIATES. "WE", OR "OUR" REFERS TO SALESFORCE.ORG. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE WITH THESE TERMS AND CONDITIONS, YOU MUST NOT ACCEPT THIS AGREEMENT AND MAY NOT USE THE SERVICES.

DOWNLOAD THIS MAIN SERVICES AGREEMENT

This Agreement was last updated on August 27, 2018. It is effective between You and Us as of the date of You accepting this Agreement.

1. DEFINITIONS
2. SERVICES
3. USING THE SERVICES
4. OUR RESPONSIBILITIES
5. USE OF SERVICES AND CONTENT
6. NON-SFDC PROVIDERS
7. FEES AND PAYMENT
8. PROPRIETARY RIGHTS AND LICENSES
9. CONFIDENTIALITY
10. REPRESENTATIONS, WARRANTIES, EXCLUSIVE REMEDIES AND DISCLAIMERS
11. MUTUAL INDEMNIFICATION
12. LIMITATION OF LIABILITY
13. TERM AND TERMINATION
14. GOVERNING LAW, JURISDICTION AND NOTICES
15. GENERAL PROVISIONS

1. DEFINITIONS

"Affiliate" means any entity that directly or indirectly Controls, is Controlled by, or is under common Control with Us (Salesforce.org). For avoidance of doubt, We (Salesforce.org) and SFDC are not Affiliates.

"Agreement" means this Main Services Agreement.

"Associate," means any entity that is under common governance or Control with, or that governs or Controls or is governed or Controlled by You, and that meets the eligibility criteria stated in Section 3.1 of this Agreement.

"Beta Services" means services or functionality that may be made available to You from SFDC or from Us to try at Your option at no additional charge which is clearly designated as beta, pilot, limited release, developer preview, non-production, evaluation, or by a similar description.

"Content" means information obtained by SFDC from publicly available sources or its third party content providers and made available to You through the Services, Beta Services, or pursuant to an Order Form, as more fully described in the Documentation.

"Control" for purposes of the definitions of Affiliate and Associate, means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.

"Discounted Services" means the products and services that are ordered by You under an Order Form (in contrast to a free trial), and made available online by SFDC, including associated SFDC offline or mobile components, as described in the Documentation.

"Discounted Services" exclude Content and Non-SFDC Applications.

"Documentation" means the applicable Service's Trust and Compliance documentation, and its usage guides and policies, as updated from time to time, accessible via help.salesforce.com or login to the applicable Service. "Malicious Code" means code, files, scripts, agents or programs intended to do harm, including, for example, viruses, worms, time bombs and Trojan horses.

"Eligibility Criteria" means the eligibility criteria set forth in Section 3.1 of this Agreement.

"Marketplace" means an online directory, catalog or marketplace of applications that interoperate with the Services, including, for example, the AppExchange located at <http://www.salesforce.com/appexchange>, ExactTarget's HubExchange located at <https://hubexchange.exacttarget.com/>, or the Heroku add-ons catalog located at <https://addons.heroku.com/>, and any successor websites.

"No Charge Services" means the ten (10) User subscriptions for certain Services offered in Our sole discretion to organizations that meet the Eligibility Criteria at no charge and ordered by You using Our standard processes. These are sometimes referred to as "P-10s."

"Non-SFDC Applications" means a Web-based, mobile, offline or other software application functionality that is provided by You or a third party and interoperates with a Service, including, for example, an application that is developed by or for You, is listed on a Marketplace, is identified as Salesforce Labs or by a similar designation, or is an open source software product including e.g. the technologies commonly referred to as Non Profit Starter Pack ("NPSP") and Higher Education Data Architecture ("HEDA") and that are subject to the terms stated during the installation process and/or located on the landing page during their use.

"Order Form" means an ordering document or online order specifying the Services to be provided hereunder that is entered into between You or any of Your Associates, and Us, including any addenda and supplements thereto. By entering into an Order Form hereunder, an Associate agrees to be bound by the terms of this Agreement as if it were an original party hereto.

"SFDC Affiliate" means any entity that directly or indirectly Controls, is Controlled by, or is under common Control with SFDC. For the avoidance of doubt, Salesforce.org and SFDC are not SFDC Affiliates.

"Services" means the products and services that are ordered by You under an Order Form as Discounted Services, or pursuant to a free trial, or as No Charge Services and made available online by SFDC, including associated SFDC offline or mobile components, as described in the Documentation. "Services" exclude Content and Non-SFDC Applications.

"Trial Services" means the products and services that are ordered by You pursuant to a free trial (subject to compliance with Section 2.2 of this Agreement) and made available online by SFDC.

"User" means (subject to compliance with Section 5.4(b) of this Agreement) an individual who is authorized by You to use a Service, for whom You have purchased a subscription (or in the case of any Services provided by Us without charge, for whom a Service has been provisioned), and to whom You (or, when applicable, SFDC or We at Your request) have supplied a user identification and password (for Services utilizing authentication). Users may include, for example, Your employees, consultants, contractors and agents, and third parties with which You transact business such as students, teachers and volunteers.

"We", "Us", "Our"- refers to the Salesforce.org entity contracting with You pursuant to Section 14. GOVERNING LAW, JURISDICTION AND NOTICES of this Agreement

"You" or "Your" means the legal entity for which you are accepting this Agreement, and Associates of that entity which have signed Order Forms.

"Your Data" means electronic data and information submitted by or for You to the Services, excluding Content and Non-SFDC Applications.

2. SERVICES

This Agreement covers the Service types described below:

2.1. No Charge Services. Provided You are eligible (see Section 3.1, Customer Eligibility) in Our sole discretion, except where a different initial term is stated in the applicable Order Form, We shall cause SFDC to provide No Charge Services for an initial term of twelve (12) months. Following the initial term, No Charge Services shall be eligible for renewal on a yearly basis under the same terms and conditions, provided the program continues to exist. Notwithstanding the foregoing or anything to the contrary herein, We offer No Charge Services at Our sole discretion and may terminate such No Charge Services at any time upon written notice (typically 30 days where practicable to do so).

2.2 Free Trial. If You register on Our website for a free trial, We will cause SFDC to make one or more Services available to You on a trial basis free of charge until the earlier of (a) the end of the free trial period for which You registered to use the applicable Service(s), or (b) the start date of any No Charge Services, or Discounted Service subscriptions ordered by You for such Service(s), or (c) termination by Us in our sole discretion. Additional trial terms and conditions may appear on the trial registration web page. Any such additional terms and conditions are incorporated into this Agreement by reference and are legally binding.

ANY DATA YOU ENTER INTO THE SERVICES, AND ANY CUSTOMIZATIONS MADE TO THE SERVICES BY OR FOR YOU, DURING YOUR FREE TRIAL WILL BE PERMANENTLY LOST UNLESS YOU EITHER RECEIVE THE SAME SERVICES AS NO CHARGE SERVICES (SUBJECT TO SECTION 2.1) OR PURCHASE A SUBSCRIPTION TO THE SAME DISCOUNTED SERVICES AS THOSE COVERED BY THE TRIAL, PURCHASE APPLICABLE UPGRADED SERVICES, OR EXPORT SUCH DATA, BEFORE THE END OF THE TRIAL PERIOD. YOU CANNOT TRANSFER DATA ENTERED OR CUSTOMIZATIONS MADE DURING THE FREE TRIAL TO A SERVICE THAT WOULD BE A DOWNGRADE FROM THAT COVERED BY THE TRIAL (E.G., FROM ENTERPRISE EDITION TO PROFESSIONAL EDITION); THEREFORE, IF YOU PURCHASE A SERVICE THAT WOULD BE A DOWNGRADE FROM THAT COVERED BY THE TRIAL, YOU MUST EXPORT YOUR DATA BEFORE THE END OF THE TRIAL PERIOD OR YOUR DATA WILL BE PERMANENTLY LOST.

NOTWITHSTANDING SECTION 10 (REPRESENTATIONS, WARRANTIES, EXCLUSIVE REMEDIES AND DISCLAIMERS), DURING THE FREE TRIAL THE SERVICES ARE PROVIDED "AS-IS" WITHOUT ANY WARRANTY.

Please review the applicable Service's Documentation during the trial period so that You become familiar with the features and functions of the Services before You make Your purchase.

2.3. Discounted Services. We shall make the Discounted Services available to You pursuant to this Agreement and the relevant Order Forms.

3. USING THE SERVICES

3.1. Eligibility. You may only use the Services if you are eligible. To be eligible for Trial Services, No Charge Services or Discounted Services You must be one of the following:

(a) A nonprofit organization that is currently tax-exempt with verified charitable status as determined by the applicable regulatory bodies in the country in which the organization is registered as a charity. For example, with respect to United States organizations, tax exempt status under Section 501(c)(3) of the Internal Revenue Code;

(b) An organization that is using as its fiscal sponsor, a tax-exempt charity as defined in section A of this Exhibit A, and where that fiscal sponsor has extended its tax exempt status to the sponsored organization (and only for so long as such fiscal sponsorship is in effect);

(c) An organization (either for-profit or not-for profit) that meets comprehensive and transparent standards for social responsibility, subject to express written approval of Salesforce.org; for United States organizations, this means organizations with tax exempt status under 501(c) 4 of the Internal Revenue Code;

or

(d) A not-for-profit or a for-profit public or private institution whose primary purpose is educational, but specifically excluding for-profit universities and/or colleges.

The foregoing are by way of example only. In all cases, Salesforce.org must first provide written approval of Customer's eligibility. Further, Customer must provide documentation to validate its status upon request from Us. We reserve the right in Our sole discretion to change an Order Form, or to deny a request for No Charge Services or Services, or to refer the Customer's request for Services to SFDC.

For clarity, the following; entities are not eligible to purchase under this Agreement:

An economic development organization, such as a chamber of commerce, business improvement district, local and regional economic development organization;

A non-profit organization funded by local, state, provincial or federal government, where such non-profit organization either functions without an independent board of directors or is managed by a government agency;

A hospital, healthcare facility, academic medical center or clinic, except for their associated educational fund raising or foundation activities;

A health insurance organization or health insurance provider; or

A group or individual health practice.

4. OUR RESPONSIBILITIES

4.1. Provision of Services. We shall cause SFDC to (a) make the Services and Content available to You pursuant to this Agreement and the applicable Order Forms, (b) provide applicable SFDC standard support for the Services to You at no additional charge, and/or upgraded support if purchased, (c) use commercially reasonable efforts to make the online Services available 24 hours a day, 7 days a week, except for: (i) planned downtime (of which SFDC shall give advance electronic notice as provided in the Documentation), or (ii) any unavailability caused by circumstances beyond SFDC's reasonable control, including, for example, an act of God, act of government, flood, fire, earthquake, civil unrest, act of terror, strike or other labor problem (other than one involving SFDC employees), Internet service provider failure or delay, Non-SFDC Application, or denial of service attack, and (d) provide the Services in accordance with laws and government regulations applicable to SFDC's provision of its Services to its customers generally (i.e., without regard for Your particular use of the Services), and subject to Your use of the Services in accordance with this Agreement, the Documentation and the applicable Order Form.

4.2. Protection of Your Data. We shall cause SFDC to maintain administrative, physical, and technical safeguards for protection of the security, confidentiality, and integrity of Your Data, as described in the Documentation. Those safeguards shall include, but shall not be limited to, measures for preventing access, use, modification or disclosure of Your Data by Us or Our subcontractors or SFDC personnel, except (a) to provide the Services and prevent or address service or technical problems, (b) as compelled by law in accordance with the "Confidentiality: Compelled Disclosure" section below, or (c) as expressly permitted in writing by You. Salesforce.org will also maintain appropriate safeguards for Customer Data that Salesforce.org processes. Salesforce.org will give advance notification to Customer in the event that Salesforce.org transmits Customer Data outside of SFDC's system, and where in the event of such transmission, SFDC is not responsible for the privacy, security or integrity of such transmitted Customer Data. Where Your use of the Services includes the processing of personal data (as described in the Data Processing Addendum (defined below) within the European Economic Area (EEA), except in respect of any usage during a free trial, the terms of the data processing addendum at http://info.salesforcefoundation.org/l/30282/2015-10-16/5r2jil/30282/130279/SFDO_Reseller_Data_Processing_Addendum__Standard_Contractual_Clauses_.pdf ("Data Processing Addendum") are hereby incorporated by reference and shall apply to the extent Your Data includes Personal Data, as defined in the Data Processing Addendum. For the purposes of the Standard Contractual Clauses, You are the data exporter, and Your acceptance of this Agreement shall be treated as Your execution of the Standard Contractual Clauses and any associated appendix.

4.3. Personnel. We shall cause SFDC to be responsible for the performance of SFDC's personnel (including its employees and subcontractors) and their compliance with the applicable obligations under this Agreement, except as otherwise specified in this Agreement. We shall be responsible for the performance of Our personnel and their compliance with this Agreement.

4.4. Beta Services. From time to time, SFDC or We may make Beta Services available to You at no charge. You may choose to try such Beta Services or not in Your sole discretion. Beta Services are intended for evaluation purposes and not for production use, are not supported, and may be subject to additional terms. Beta Services are not considered "Services" under this Agreement, however, all restrictions, SFDC reservation of rights and Your obligations concerning the Services, and use of any related Non-SFDC Applications and Content, shall apply equally to Your use of Beta Services. Unless otherwise stated, any Beta Services trial period will expire upon the earlier of one year from the trial start date or the date that a version of the Beta Services becomes generally available without the applicable Beta Services designation. SFDC or as applicable, We may discontinue Beta Services at any time in SFDC's or as applicable, Our sole discretion and may never make them generally available. Neither SFDC nor We will have any liability for any harm or damage arising out of or in connection with a Beta Service.

5. USE OF SERVICES AND CONTENT

5.1. Subscriptions. Unless otherwise provided in the applicable Order Form or Documentation, (a) Services and access to Content are purchased as subscriptions, (b) subscriptions may be added during a subscription term at the same pricing as the underlying subscription pricing, prorated for the portion of that subscription term remaining at the time the subscriptions are added, and (c) any added subscriptions will terminate on the same date as the underlying subscriptions.

5.2. Usage Limits. Services and Content are subject to usage limits specified in Order Forms and Documentation. Unless otherwise specified, (a) a quantity in an Order Form refers to Users, and the Service or Content may not be accessed by more than that number of Users, (b) a User's login and password may not be shared with any other individual, and (c) except as set forth in an Order Form, a User identification may only be reassigned to a new individual replacing one who will no longer use the Service or Content. If You exceed a contractual usage limit, We may work with You to seek to reduce Your usage so that it conforms to that limit. If You are unable or unwilling to abide by a contractual usage limit, You shall execute an Order Form for additional quantities of the applicable Services or Content promptly upon Our request, and/or pay any invoice for excess usage in accordance with Section 7.2, "Invoicing and Payment".

5.3. Your Responsibilities. You shall (a) be responsible for Users' compliance with this Agreement, Documentation and Order Forms, (b) be responsible for the quality and legality of Your Data and the means by which You acquired Your Data, (c) use commercially reasonable efforts to prevent unauthorized access to or use of Services and Content, and notify Salesforce.org promptly of any such unauthorized access or use, (d) use Services and Content only in accordance with this Agreement, Documentation, Order Forms, and applicable laws and government regulations, (e) comply with terms of service of any Non-SFDC Applications with which You use Services or Content, and (f) satisfy the eligibility criteria set forth in Section 3.1 throughout the term of the Agreement. You shall promptly notify Us if at any time You fail to satisfy any such criteria.

5.4. Usage Restrictions. You shall not (a) make any Service or Content available to, or use any Service or Content for the benefit of, anyone other than You or Users, unless expressly stated otherwise in an Order Form or the Documentation, (b) sell, resell, license, sublicense, distribute, make available, rent or lease any Service or Content, or include any Service or Content in a service bureau or outsourcing offering, (c) use a Service or Non-SFDC Application to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights, (d) use a Service or Non-SFDC Application to store or transmit Malicious Code, (e) interfere with or disrupt the integrity or performance of any Service or third-party data contained therein, (f) attempt to gain unauthorized access to any Service or Content or its related systems or networks, (g) permit direct or indirect access to or use of any Service or Content in a way that circumvents a contractual usage limit, or use any of the Services in a manner that violates [SFDC's Acceptable Use and External Facing Service Policy](#), or to access or use any of SFDC's or Salesforce.org's

intellectual property except as permitted under this Agreement, an Order Form, or the Documentation, (h) copy a Service or any part, feature, function or user interface thereof, (i) copy Content except as permitted herein or in an Order Form or the Documentation, (j) frame or mirror any part of any Service or Content, other than framing on Customer's own intranets or otherwise for its own internal business purposes or as permitted in the Documentation, (k) access any Service or Content in order to build a competitive product or service or to benchmark with a non-SFDC product or service, or (l) reverse engineer any Service (to the extent such restriction is permitted by law). Customer's or a User's intentional violation of the foregoing, or any use of the Services in breach of this Agreement, Documentation or Order Forms, by Customer or Users that in Salesforce.org's or as applicable, SFDC's, judgment imminently threatens the security, integrity or availability of SFDC's services, may result in Salesforce.org's or as applicable, SFDC's, immediate suspension of the Services. Salesforce.org will use commercially reasonable efforts under the circumstances to provide Customer with an opportunity to remedy such violation or threat prior to any such suspension.

5.5. Removal of Content and Non-SFDC Applications. If SFDC is required by any third party rights holder to remove Content, or receives information that Content provided to Customer may violate applicable law or third-party rights, SFDC may, or Salesforce.org may ask SFDC to, discontinue Customer's access to such Content through the Services, and/or may so notify Customer, and in such event Customer promptly remove such Content from its systems. If SFDC or Salesforce.org receives information that a Non-SFDC Application hosted on a Service by Customer may violate [SFDC's Acceptable Use and External-Facing Services Policy](#) or applicable law or third-party rights, SFDC may, or Salesforce.org may ask SFDC to, so notify Customer and in such event Customer will promptly disable such Non-SFDC Application or modify the Non-SFDC Application to resolve the potential violation. If Customer does not take required action in accordance with the above, SFDC may, or Salesforce.org may cause SFDC to, disable the applicable Content, Service and/or Non-SFDC Application until the potential violation is resolved.

6. NON-SFDC PROVIDERS

6.1. Acquisition of Non-SFDC Products and Services. We, SFDC or third parties may make available (for example, through a Marketplace or otherwise) third-party products or services, including, for example, Non-SFDC Applications and implementation and other consulting services. Any acquisition by You of such products or services, and any exchange of data between You and any non-SFDC provider, product or service is solely between You and the applicable non-SFDC provider. We and SFDC do not warrant or support Non-SFDC Applications or other non-SFDC products or services, whether or not they are designated by SFDC as "certified" or otherwise, unless expressly provided otherwise in an Order Form.

6.2. Non-SFDC Applications and Your Data. If You choose to use a Non-SFDC Application for use with a Service, You grant Us permission, and grant SFDC permission to allow that Non-SFDC Application and its provider to access Your Data as required for the interoperation of that Non-SFDC Application with the Service. Neither We nor Our Affiliates, nor SFDC nor SFDC Affiliates shall be responsible for any disclosure, modification or deletion of Your Data resulting from access by such Non-SFDC Application or its provider.

6.3. Integration with Non-SFDC Applications. The Services may contain features designed to interoperate with Non-SFDC Applications. To use such features, You may be required to obtain access to such Non-SFDC Applications from their providers, and may be required to grant Us access to Your account(s) on such Non-SFDC Applications. Neither We nor SFDC can guarantee the continued availability of such Service features, and may cease providing them without entitling Customer to any refund, credit, or other compensation, if for example and without limitation, the provider of a Non-SFDC Application ceases to make the Non-SFDC Application available for interoperation with the corresponding Service features in a manner acceptable to SFDC.

7. FEES AND PAYMENT

7.1. Fees. You shall pay all fees specified in Order Forms. Except as otherwise specified herein or in an Order Form, fees are based on Services and Content subscriptions purchased and not actual usage, (ii) payment obligations are non-cancelable and fees paid are non-refundable, except as set forth in Section 13.4 below ("Refund or Payment upon Termination") and (iii) quantities purchased cannot be decreased during the relevant subscription term.

7.2. Invoicing and Payment. Fees shall be invoiced in advance and otherwise in accordance with the relevant Order Form. Unless otherwise stated in the Order Form, fees are due net 30 days from the invoice date. You are responsible for providing complete and accurate billing and contact information to Us and notifying Us of any changes to such information.

7.3. Overdue Charges. If any invoiced amount is not received by Us by the due date, then without limiting Our rights or remedies, those charges may accrue late interest at the rate of 1.5% of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower.

7.4. Suspension of Service. If any charge owing by You is 30 days or more overdue, We may, without limiting Our other rights and remedies, suspend or request that SFDC suspend Services until such amounts are paid in full, provided that, other than for customers paying by credit card or direct debit and whose payment has been declined, We have given You at least 10 days prior notice that Your account is overdue in accordance with the "Notices" section below.

7.5. Payment Disputes. We shall not exercise Our rights under Section 7.3 (Overdue Charges) or 7.4 (Suspension of Service) above if You are disputing the applicable charges reasonably and in good faith and are cooperating diligently to resolve the dispute.

7.6. Taxes. Our fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including, for example, value-added, sales, use or withholding taxes, assessable by any jurisdiction whatsoever (collectively, "Taxes"). You are responsible for paying all Taxes associated with Your purchases hereunder. If We have the legal obligation to pay or collect Taxes for which You are responsible under this Section 7.6, We shall invoice You and You shall pay that amount unless You provide Us with a valid tax exemption certificate authorized by the appropriate taxing authority. For clarity, We are solely responsible for taxes assessable against Us based on Our income, property and employees.

7.7. Future Functionality. You agree that Your purchases are not contingent on the delivery of any future functionality or features, or dependent on any oral or written public comments made by Us or SFDC regarding future functionality or features.

8. PROPRIETARY RIGHTS AND LICENSES

8.1. Reservation of Rights. Subject to the limited rights expressly granted hereunder, We, SFDC, its licensors, and Content providers reserve all of Our/their right, title and interest in and to the Services and Content, including all of Our/their related intellectual property rights. No rights are granted to You hereunder other than as expressly set forth herein.

8.2. Access and Use of Content. You have the right to access and use applicable Content subject to the terms of applicable Order Forms, this Agreement, and the Documentation.

8.3. License by You to Host Your Data and Applications. You grant Us, Our Affiliates, SFDC, SFDC Affiliates and all of their applicable subcontractors a worldwide, limited-term license to host, copy, transmit and display Your Data, and any Non-SFDC Applications and program code created by or for You using a Service, or for use by You with the Services, as necessary for Us to cause SFDC, and for SFDC to provide the Services in accordance with this Agreement. Subject to the limited licenses granted herein, neither We nor SFDC acquire any right, title or interest from You or Your licensors under this Agreement in or to Your Data, Non-SFDC Application or such program code.

8.4. License by You to Use Feedback. You grant to Us, Our Affiliates, SFDC and SFDC Affiliates a worldwide, perpetual, irrevocable, royalty-free license to use and incorporate into their Services any suggestion, enhancement request, recommendation, correction or other feedback provided by You or Users relating to the operation of such services.

8.5. Federal Government End Use Provisions. We shall require SFDC to provide the Services, including related software and technology, for ultimate federal government end use solely in accordance with the following: Government technical data and software rights related to the Services include only those rights customarily provided to the public as defined in this Agreement. This customary commercial license is provided in accordance with FAR 12.211 (Technical Data) and FAR 12.212 (Software) and, for Department of Defense transactions, DFAR 252.227-7015 (Technical Data – Commercial Items) and DFAR 227.7202-3 (Rights in Commercial Computer Software or Computer Software Documentation). If a government agency has a need for rights not granted under these terms, it must negotiate with Us to determine if there are acceptable terms for granting those rights, and a mutually acceptable written addendum specifically granting those rights must be included in any applicable agreement.

9. CONFIDENTIALITY

9.1. Definition of Confidential Information. "Confidential Information" means all information disclosed by a party ("Disclosing Party") to the other party ("Receiving Party"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Your Confidential Information includes Your Data; Our Confidential Information includes the Services and Content; and Confidential Information of each party includes the terms and conditions of this Agreement and all Order Forms (including pricing), as well as business and marketing plans, technology and technical information, product plans and designs, and business processes disclosed by such party. However, Confidential Information does not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (iii) is received from a third party without breach of any obligation owed to the Disclosing Party, or (iv) was independently developed by the Receiving Party.

9.2. Protection of Confidential Information. The Receiving Party shall use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but not less than reasonable care) to (i) not use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement, and (ii) except as otherwise authorized by the Disclosing Party in writing, limit access to Confidential Information of the Disclosing Party to those employees or subcontractors of, as the case may be, Us, Our Affiliates, You or Your Associates who need such access for purposes consistent with this Agreement and who have signed confidentiality agreements with the Receiving Party containing protections not materially less protective of

Confidential Information than those herein. Neither party shall disclose the terms of this Agreement or any Order Form to any third party other than its Affiliate or Associate, as the case may be, legal counsel and accountants without the other party's prior written consent, provided that a party that makes any such disclosure to its Affiliate or Associate, legal counsel or accountants shall remain responsible for such Affiliate's, Associate's legal counsel's or accountant's compliance with this "Confidentiality" section.

9.3. Compelled Disclosure. The Receiving Party may disclose Confidential Information of the Disclosing Party to the extent compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of the compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure. If the Receiving Party is compelled by law to disclose the Disclosing Party's Confidential Information as part of a civil proceeding to which the Disclosing Party is a party, and the Disclosing Party is not contesting the disclosure, the Disclosing Party shall reimburse the Receiving Party for its reasonable cost of compiling and providing secure access to that Confidential Information.

10. REPRESENTATIONS, WARRANTIES, EXCLUSIVE REMEDIES AND DISCLAIMERS

10.1. Representations. Each party hereto represents that it has validly entered into this Agreement and has the legal power to do so.

10.2. Our Warranties. We warrant that during an applicable subscription term, (a) this Agreement, the Order Forms and the Documentation will accurately describe the applicable administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Your Data, (b) We will cause SFDC not to materially decrease the overall security of the Services, (c) the Services shall perform materially in accordance with the applicable Documentation, (d) subject to Section 6.3 (Integration with Non-SFDC Applications), We will cause SFDC not to materially decrease the functionality of the Services For any breach of a warranty above, Your exclusive remedies are those described in Sections 13.3 (Termination) and 13.4 (Refund or Payment upon Termination). For avoidance of doubt, this Section 10.2 does not apply to Trial Services.

10.3. Disclaimers. EXCEPT AS EXPRESSLY PROVIDED HEREIN, NEITHER PARTY MAKES ANY WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND EACH PARTY SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. CONTENT AND BETA SERVICES ARE PROVIDED "AS IS," AND AS AVAILABLE EXCLUSIVE OF ANY WARRANTY WHATSOEVER. EACH PARTY DISCLAIMS ALL LIABILITY AND INDEMNIFICATION OBLIGATIONS FOR ANY HARM OR DAMAGES CAUSED BY ANY THIRD-PARTY HOSTING PROVIDERS.

11. MUTUAL INDEMNIFICATION

11.1. Indemnification by Us. We shall cause SFDC to defend You against any claim, demand, suit or proceeding made or brought against You by a third party alleging that any Service infringes or misappropriates such third party's intellectual property rights (a "Claim Against You"), and indemnify You from any damages, attorney fees and costs finally awarded against You as a result of, or for amounts paid by You under a settlement, approved by SFDC in writing of, a Claim Against You; provided that You (a) promptly give Us written notice of the Claim Against You, (b) give Us, or as applicable, SFDC, sole control of the defense and settlement of the Claim Against You (provided that We or as applicable, SFDC, may not settle any Claim Against You unless it unconditionally releases You of all liability), and (c) provides to Us or as applicable, SFDC, all reasonable assistance, at Our or as applicable, SFDC's, expense. If We or as applicable, SFDC, receives information about an infringement or misappropriation claim related to a Service, SFDC may or We may request that SFDC in its discretion and at no cost to You (x) modify the Services so that they are no longer claimed to infringe or misappropriate, without breaching Our warranties under Section 10.2 (Our Warranties), (y) obtain a license for Your continued use of that Service in accordance with this Agreement, or, (z) alternatively We may in Our discretion terminate Your subscriptions for that Service upon 30 days' written notice and refund You any prepaid fees covering the remainder of the term of the terminated subscriptions. The above defense and indemnification obligations do not apply to the extent a Claim Against You arises from Content, a Non-SFDC Application or Your breach of this Agreement, the Documentation, or applicable Order Forms.

11.2. Indemnification by You. You shall defend Us and/or SFDC against any claim, demand, suit or proceeding made or brought against Us or SFDC by a third party alleging that any of Your Data infringes or misappropriates such third party's intellectual property rights or arising from Your use of the Services or Content in breach of this Agreement, the Documentation, an applicable Order Form, or applicable law (each a "Claim Against Salesforce"), and will indemnify Salesforce.org or as applicable SFDC from any damages, attorney fees and costs finally awarded against Us or SFDC as a result of, or for any amounts paid by Us or SFDC under a settlement approved by You in writing of, a Claim Against Salesforce, provided We or SFDC (a) promptly give You written notice of the Claim Against Salesforce, (b) give You sole control of the defense and settlement of the Claim Against Salesforce (except that You may not settle any Claim Against Salesforce unless it unconditionally releases Us and/or SFDC of all liability), and (c) give You all reasonable assistance, at Your expense.

11.3. Exclusive Remedy. This Section 11, "Mutual Indemnification" states the indemnifying party's sole liability to, and the indemnified party's exclusive remedy against, the other party for any type of claim described in this section.

12. LIMITATION OF LIABILITY

12.1 Limitation of Liability. IN NO EVENT SHALL THE AGGREGATE LIABILITY OF EACH PARTY TOGETHER WITH ALL OF ITS AFFILIATES OR AS APPLICABLE ASSOCIATES ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED THE TOTAL AMOUNT PAID BY YOU AND YOUR ASSOCIATES HEREUNDER FOR THE SERVICES GIVING RISE TO THE LIABILITY IN THE TWELVE MONTHS PRECEDING THE FIRST INCIDENT OUT OF WHICH THE LIABILITY AROSE. THE FOREGOING LIMITATION WILL APPLY WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY, BUT WILL NOT LIMIT YOUR AND YOUR ASSOCIATES' PAYMENT OBLIGATIONS UNDER SECTION 7 (FEES AND PAYMENT). IN NO EVENT SHALL SFDC HAVE ANY LIABILITY WHATSOEVER TO YOU UNDER THIS AGREEMENT.

12.2 Exclusion of Consequential and Related Damages. IN NO EVENT WILL EITHER PARTY OR ITS AFFILIATES OR ASSOCIATES AS APPLICABLE HAVE ANY LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT FOR ANY LOST PROFITS, REVENUES, GOODWILL OR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, COVER, BUSINESS INTERRUPTION OR PUNITIVE DAMAGES, WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY, EVEN IF A PARTY OR ITS AFFILIATES OR ASSOCIATES AS APPLICABLE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF A PARTY'S OR ITS AFFILIATES OR ASSOCIATES, AS APPLICABLE, REMEDY OTHERWISE FAILS OF ITS ESSENTIAL PURPOSE. THE FOREGOING DISCLAIMER WILL NOT APPLY TO THE EXTENT PROHIBITED BY LAW.

13. TERM AND TERMINATION

13.1. Term of Agreement. This Agreement commences on the date You first accept this Agreement and continues until all subscriptions hereunder have expired or have been terminated. If You have registered for Trial Services and do not sign up for No Charge Services or purchase Discounted Services, this Agreement will terminate upon the expiration of the Trial Services.

13.2. Term of Subscriptions for Discounted Services. The term of each subscription shall be as specified in the applicable Order Form. Except as otherwise specified in an Order Form, subscriptions shall automatically renew for additional periods equal to the expiring subscription term or one year (whichever is shorter), unless (a) either party gives the other notice of non-renewal at least 30 days before the end of the relevant subscription term, or (b) Our right to resell the Services has been terminated or expired, in which case any existing subscriptions shall continue in effect until the end of their then-existing term and SFDC may contact You to discuss renewal directly with SFDC. The per-unit pricing during any renewal term will increase by up to 7% above the applicable pricing in the prior term unless We provide You notice of different pricing at least 60 days prior to the applicable renewal term. Except as expressly provided in the applicable Order Form, renewal of promotional or one-time priced subscriptions will be at Our applicable list price in effect at the time of the applicable renewal. Notwithstanding anything to the contrary, any renewal in which subscription volume for any Services has decreased from the prior term will result in re-pricing at renewal without regard to the prior term's per-unit pricing.

13.3. Termination. A party may terminate this Agreement for cause (i) upon 30 days written notice to the other party of a material breach if such breach remains uncured at the expiration of such period, or (ii) if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors.

13.4. Refund or Payment upon Termination. If this Agreement is terminated by You in accordance with Section 13.3 (Termination), We shall refund You any prepaid fees covering the remainder of the term of all Order Forms after the effective date of termination. If this Agreement is terminated by Us in accordance with Section 13.3, You shall pay any unpaid fees covering the remainder of the term of all Order Forms. In no event shall termination relieve You of Your obligation to pay any fees payable to Us for the period prior to the effective date of termination.

13.5. Your Data Portability and Deletion. Upon request by You made within 30 days after the effective date of termination or expiration of this Agreement, We shall cause SFDC to make Your Data available to You for export or download as provided in the Documentation. After such 30-day period, neither We nor SFDC shall have any obligation to maintain or provide Your Data, and as provided in the Documentation will thereafter delete or destroy all copies of Your Data in Our/their systems or otherwise in Our/their possession or control unless legally prohibited.

13.6. Surviving Provisions. The Sections titled "Fees and Payment," "Proprietary Rights and Licenses," "Confidentiality," "Disclaimers," "Mutual Indemnification," "Limitation of Liability," "Refund or Payment upon Termination," "Your Data Portability and Deletion," "Removal of Content and Non-SFDC Applications," "Surviving Provisions," "Governing Law and Jurisdiction and Notices," and "General Provisions" shall survive any termination or expiration if this Agreement.

14. GOVERNING LAW, JURISDICTION AND NOTICES

14.1. General. What law will apply in any lawsuit arising out of or in connection with this Agreement, and which courts have jurisdiction over any such lawsuit, depend on where You are domiciled.

If You are domiciled in:	You are contracting with:	The governing law is:	The courts having exclusive jurisdiction are:
The United States of America, Mexico or a Country in Central or South America or the Caribbean	Salesforce.org	California and controlling United States federal law	San Francisco, California, U.S.A.
Canada	Salesforce.org	Ontario and controlling Canadian federal law	Toronto, Ontario, Canada
A Country in Europe, the Middle East or Africa	Salesforce.org EMEA Ltd.	England	England

14.2. Notices. Except as otherwise specified in this Agreement, all notices, related to this Agreement shall be in writing and shall be effective upon: (a) personal delivery, (b) the second business day after mailing, (c) the second business day after sending by confirmed facsimile, or (d), except for notices of termination or an indemnifiable claim ("Legal Notices"), the first business day after sending by email. Notices to Us shall be addressed to the attention of the General Counsel, Salesforce.org, 50 Fremont Street, Suite 300, San Francisco, California 90415; SFDOlegal@salesforce.com, or as updated by Us via written notice to You. Billing-related notices to You shall be addressed to the relevant billing contact designated by You, and Legal Notices to You shall be addressed to You and be clearly identifiable as Legal Notices. All other notices to You shall be addressed to the relevant Services system administrator designated by You.

14.3. Agreement to Governing Law and Jurisdiction. Each party agrees to the applicable governing law above without regard to choice or conflicts of law rules, and to the exclusive jurisdiction of the applicable courts above.

15. GENERAL PROVISIONS

15.1. Export Compliance. The Services, Content, other SFDC technology, and derivatives thereof may be subject to export laws and regulations of the United States and other jurisdictions. We represent that neither We nor SFDC is named on any U.S. government denied-party list, and You represent that You are not named on any U.S. government denied-party list. You shall not permit Users to access or use any Service or Content in a U.S.-embargoed country or region (currently Cuba, Iran, North Korea, Sudan, Syria, or Crimea) or in violation of any U.S. export law or regulation.

15.2. Anti-Corruption. Neither party has received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from an employee or agent of the other party in connection with this Agreement. Reasonable gifts and entertainment provided in the ordinary course of business do not violate the above restriction.

15.3. Entire Agreement and Order of Precedence. This Agreement is the entire agreement between You and Us regarding Your use of Services and Content and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. The parties agree that any term or condition stated in Your vendor registration form or registration portal, or Your purchase order or in any other of Your order documentation (excluding Order Forms) is void. In the event of any conflict or inconsistency among the following documents, the order of precedence shall be: (1) the applicable Order Form, (2) any exhibit, schedule or addendum to this Agreement, (3) this Agreement, and (4) the Documentation.

15.4. Assignment. Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the other party's prior written consent (not to be unreasonably withheld); provided, however, either party may assign this Agreement in its entirety (including all Order Forms), without the other party's consent to its Affiliate or Associate, as the case may be, or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets (provided that such Associate or other permitted successor continues to meet the Eligibility Criteria set forth in Section 3.1 of this Agreement).

Notwithstanding the foregoing, if a party is acquired by, sells substantially all of its assets to, or undergoes a change of control in favor of, a direct competitor of the other party, or, in the case of You, a direct competitor of SFDC, such other party may terminate this Agreement upon written notice. In the event of such a termination, We shall refund to You any prepaid fees covering the remainder of the term of all subscriptions for the period after the effective date of such termination. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties, their respective successors and permitted assigns.

15.5. Relationship of the Parties. The parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties.

15.6. Third-Party Beneficiaries. SFDC shall be a third-party beneficiary of Our rights and Your obligations hereunder. There are no other third-party beneficiaries under this Agreement.

15.7. Waiver. No waiver of any provision of this Agreement will be effective unless in writing and signed by the party against whom the waiver is to be asserted. No failure or delay by either party in exercising any right under this Agreement will constitute a waiver of that right.

15.8. Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision shall be deemed null and void, and the remaining provisions of this Agreement shall remain in effect.

15.9 No Agency. For the avoidance of doubt, We are entering into this Agreement as principal and not as agent for SFDC. Subject to any permitted Assignment under Section 15.4, the obligations owed by Us under this Agreement shall be owed to You solely by Us and the obligations owed by You under this Agreement shall be owed solely to Us.