

## SALESFORCE PARTNER PROGRAM AGREEMENT

(SPPA Version Date: **September 20, 2019**)

THIS SALESFORCE PARTNER PROGRAM AGREEMENT (“**SPPA**”) AND THE PROGRAM POLICIES REFERENCED HEREIN (COLLECTIVELY, THE “**AGREEMENT**”) GOVERNS YOUR ACCESS TO THE PARTNER COMMUNITY AND PARTICIPATION IN THE SALESFORCE PARTNER PROGRAM. BY ACCEPTING THIS SPPA, EITHER BY CLICKING A BOX INDICATING YOUR ACCEPTANCE OR OTHERWISE ELECTRONICALLY INDICATING ACCEPTANCE, 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 TO THESE TERMS AND CONDITIONS, IN WHICH CASE THE TERMS “YOU” OR “YOUR” SHALL REFER TO SUCH ENTITY. YOU AND SALESFORCE (“**SFDC**”) ARE EACH A “**PARTY**” AND COLLECTIVELY “**PARTIES**” TO THIS AGREEMENT.

YOU MAY NOT ACCESS THE PARTNER COMMUNITY OR PARTICIPATE IN THE PARTNER PROGRAM IF YOU (I) DO NOT AGREE WITH THESE TERMS AND CONDITIONS, OR (II) ARE OR BECOME (IN WHOLE OR IN PART) A DIRECT COMPETITOR OF SFDC EXCEPT WITH SFDC’S PRIOR WRITTEN CONSENT. FURTHER, YOU MAY NOT ACCESS THE PARTNER COMMUNITY OR JOIN THE PARTNER PROGRAM FOR PURPOSES OF MONITORING SFDC OR ITS SERVICES, THEIR PERFORMANCE OR FUNCTIONALITY, OR FOR ANY OTHER BENCHMARKING OR COMPETITIVE PURPOSES.

IMPORTANT: IF YOU ARE DOMICILED OUTSIDE THE UNITED STATES, PLEASE REVIEW SECTION 16 OF THIS SPPA FOR COUNTRY-SPECIFIC LOCAL LAW REQUIREMENTS THAT MAY APPLY IN YOUR JURISDICTION.

THE AGREEMENT BETWEEN YOU AND SFDC ALSO INCLUDES THE PROGRAM POLICIES. IT IS VERY IMPORTANT THAT YOU ALSO READ THOSE PORTIONS OF THE PROGRAM POLICIES THAT APPLY TO YOUR PROGRAM TYPE(S).

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## SALESFORCE PARTNER PROGRAM AGREEMENT

## Definitions

**“Affiliate”** means any entity that directly or indirectly controls, is controlled by, or is under common control with the subject entity. For purposes of this definition, **“Control”** means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.

**“AppExchange”** means SFDC’s online directory of (i) applications that interoperate with the Services and (ii) consulting partner services.

**“Beta Services”** means Services or functionality that may be made available to Customer or Partner to try at its option at no additional charge which is clearly designated as beta, pilot, limited release, developer preview, non-production, evaluation, or by a similar description.

**“Close Family Member”** means a spouse, an individual’s and a spouse’s grandparents, parents, siblings, children, nieces, nephews, aunts, uncles, first cousins, the spouse of any of these people, or any other individuals who share the same household.

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

**“Customer”** means an individual or entity (including its Affiliates) that has entered into a Master Subscription Agreement with SFDC and one or more Order Form(s) to purchase Services.

**“Customer Data”** means electronic data and information submitted by or for Customer to the Services, excluding 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](https://help.salesforce.com) or login to the applicable Service.

**“Effective Date”** of this Agreement will be the date on which Partner accepts this Agreement as set forth above.

**“Government Official”** means anyone that is or that works for, or on the behalf of, a: (i) national, regional, municipal, or local government; (ii) department, agency, subsidiary, or branch of a national, regional, municipal, or local government; (iii) government-owned or government-controlled company (for example, a state-owned oil company, bank, airline, hospital, university, etc.); (iv) subsidiary of a government-owned or government-controlled company; (v) public international organization (for example, the International Monetary Fund, the United Nations, the World Bank, the World Trade Organization, etc.); (vi) member of a royal family; or (vii) political party, political party official, or candidate for political office.

**“Non-SFDC Application”** means a Web-based, mobile, offline or other software application functionality that is provided by Customer, Partner or a third party and interoperates with a Service, including, for example, an application that is developed by or for Customer or Partner, is listed on an online directory, catalog or marketplace of applications that interoperate with the Services, including, for example, the AppExchange, or is identified as SFDC Labs or by a similar designation.

**“Order Form”** means, depending on the context in which it is used herein,

- (i) the ordering documents that are entered into between Partner and SFDC from time to time to effect Partner’s payment of Program Fees associated with its participation in the Partner Program or receipt of certain additional Program Benefits, including any addenda to such ordering documents; Order Forms submitted by Partner shall be deemed incorporated herein by reference;

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or

- (ii) ordering documents or online order specifying the Services to be provided to a Customer and associated with a Customer's purchase of Services from SFDC.

**"Participation Qualifications"** means the Program Type requirements set forth in the applicable Program Type's Program Policies.

**"Partner"** means (i) a company or other legal entity, or (ii) an individual acting on their own behalf, who has agreed to this Agreement.

**"Partner Community"** means a dedicated instance of SFDC's Community product that SFDC makes available to certain participants in the Partner Program (which may have varying levels of access based on the Partner's assigned Program Type and Partner Tier) at <https://partners.salesforce.com/> (as such URL may be updated from time to time) to facilitate their participation in the Partner Program, including the ability to access online training courses, log support cases, and collaborate with Salesforce employees and other SFDC Partners via shared Chatter groups.

**"Partner Program"** means, collectively, the Program Benefits and rights and obligations of Partner and SFDC that are associated with the Program Types described in the Program Policies. The Partner Program does not provide distribution rights to the Partner for the Services, nor does it contemplate any kind of reseller relationship between SFDC and Partner, which are governed by separate and additional SFDC agreements and application processes.

**"Partner Services"** means the online, Web-based applications and platform to facilitate Partner's partner relationship with SFDC and available via [www.salesforce.com](http://www.salesforce.com) and/or other designated websites, that are provided to Partner in accordance with this Agreement and/or Partner's participation in a Program Type, including associated offline components, but excluding any Non-SFDC Applications. Partner Services includes, but is not limited to, the Partner Community, AppExchange and Partner training resources.

**"Partner Tier"** means Partner's level in certain Program Types. Partner Tiers are described more fully in the Program Policies and are subject to change from time to time.

**"Partner User"** shall mean Partner's employee (or contractor) who is authorized by Partner to use the Partner Community, Services or Partner Services that SFDC makes available to Partner, and to whom Partner (or SFDC at Partner's request) has supplied user identifications and passwords.

**"Program Benefits"** means the materials and/or services that may be provided to Partner under this Agreement as part of Partner's participation in a Program Type. Certain Program Benefits may be subject to payment of additional fees.

**"Program Fees"** means collectively, any fees that Partner must pay SFDC for participation in a Program Type, or for Program Benefits, as further described in the Program Policies.

**"Program Policies"** means the terms describing the Partner Program, Program Types, Partner Tiers, Program Benefits, and other policies governing Partner's participation in the Partner Program, as set forth in this SPPA and at <http://p.force.com/policies>

**"Program Type"** means a category or sub-category of the Partner Program that has a particular scope and particular set of Program Benefits, as set forth in this SPPA and the Program Policies. Program Types may have multiple Partner Tiers.

**"SFDC"** means the salesforce.com company as set forth in **Section 16** (Parties, Legal Notices, Governing Law and Jurisdiction) of this SPPA.

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“**Services**” means the products and services that are ordered by Customer under an Order Form (or otherwise provided to Partner in accordance with this Agreement) 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.

## 1. Program Overview

**1.1. Enrollment.** To participate in the Partner Program, Partner must be enrolled in a Program Type. To enroll in a Program Type, Partner must fulfill the Participation Qualifications set forth in the applicable Program Type’s Program Policies, and be accepted for the applicable Program Type by SFDC.

**1.2. Fees.** Participation in the Partner Program, including assignment to certain Partner Types and Partner Tiers or the receipt of certain Program Benefits, may be subject to Program Fees as described in the Program Policies. Payment obligations are non-cancelable and fees paid are non-refundable.

**1.3. Partner Affiliates.** Each Partner Affiliate that desires to be included as a member in Partner Program must separately agree to this Agreement and take such other steps to enroll in the applicable Program Type as are specified in the Program Policies.

**1.4. Opt-in to Marketing.** Partner’s participation in the Partner Program will serve as an opt-in to receive SFDC’s marketing communications. Partner will be presumed to have provided appropriate notices and have obtained appropriate consents, if required, from any persons or Partner Users who are signed up to the Partner Program on Partner’s behalf. Partner may elect to opt-out from receiving SFDC’s marketing materials by contacting SFDC directly.

**1.5. Partner-Sponsored Co-Marketing Activities and Expenses.** Partner may not sponsor and will not be reimbursed for any co-marketing activities or events, unless Partner has first accepted the terms of the SFDC Partner co-marketing online agreement set forth at <http://p.force.com/spcma>.

## 2. Compliance with Applicable Laws

**2.1. Partner’s Compliance with Applicable Laws.** Partner shall comply, and shall ensure that any third parties performing sales or referral activities on Partner’s behalf comply, with all applicable foreign and domestic laws, governmental regulations, ordinances, and judicial administrative orders, including, but not limited to, trademark and copyright laws, ICANN policies and procedures governing domain names, the United States Foreign Corrupt Practices Act, 15 U.S.C. § 78dd-1, *et seq.* (the “**FCPA**”) and applicable export control laws or regulations (collectively “**Applicable Laws**”) and shall not engage in any deceptive, misleading, illegal or unethical marketing activities, or activities that otherwise may be detrimental to SFDC, Customers, the Services, or to the public. Partner represents and warrants that any Partner sales activities in connection with its activities related to this Agreement and Partner’s receipt of any referral fees in connection with its activities related to this Agreement are consistent with Applicable Laws. Partner shall promptly inform SFDC in writing upon becoming aware of any violations of Applicable Laws in connection with this Agreement. In the event SFDC reasonably believes that Partner has breached its obligations set forth in this Section 2, SFDC, in its sole discretion, may inspect and make copies of Partner’s books, records, and accounts relevant to the potential breach, and such inspection may include interviews of relevant Partner personnel. For clarity, any such inspection shall not unreasonably interfere with Partner’s normal business operations.

Without limiting the generality of Partner’s obligations under this Agreement, Partner hereby represents and warrants that, in the performance of any of Partner’s other activities hereunder:

**a.** No portion of any fees paid or payable by SFDC to Partner hereunder will be paid to, or accrued directly or indirectly for the benefit of, any person, firm, corporation or other entity, other than Partner.

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**b.** Partner has not, and will not at any time, directly or indirectly, pay, offer, give or promise to pay or give, or authorize the payment of, any monies or any other thing of value to: (i) any officer or employee of any government, or any department, agency or instrumentality thereof; (ii) any other person acting in an official capacity for or on behalf of any government, or any department, agency or instrumentality thereof; (iii) any political party or any official or employee thereof; (iv) any candidate for political office; (v) any other person, firm, corporation or other entity at the suggestion, request or direction of, or for the benefit of, any government officer or employee, political party or official or employee thereof, or candidate for political office; or (vi) any other person, firm, corporation or other entity with knowledge that some or all of such monies or other thing of value will be paid over to any officer or employee of any government department, agency or instrumentality, political party or officer or employee thereof, or candidate for political office. It is the intent of the Parties that no payments or transfers of anything of value shall be made which have the purpose or effect of public, commercial or other bribery, acceptance of or acquiescence in extortion, kickbacks, or other unlawful or improper means of obtaining business or any improper advantage.

**2.2. Disclosure of Third Parties.** To enable SFDC to comply with Applicable Laws, Partner must notify SFDC's Legal Department ([legalcompliance@salesforce.com](mailto:legalcompliance@salesforce.com)) in advance if Partner plans to use any third party subcontractor, consultant, agent, or other intermediary to assist Partner in selling SFDC's products and services under this Agreement, and SFDC will have the authority to accept or reject any proposed third party.

**2.3. No Affiliation with Government Officials – Disclosure Obligation.** To the extent any director, employee, direct or indirect owner, representative, consultant or agent who is or will be involved in the sale of SFDC products or services or the referral of customers to SFDC, each on behalf of Partner, is a Government Official or a Close Family Member of a Government Official, Partner has disclosed such fact in writing to SFDC's Legal Department ([legalcompliance@salesforce.com](mailto:legalcompliance@salesforce.com)) and received acknowledgement by SFDC's Legal Department of such disclosure. In the event that there is a change in the information described in this paragraph, Partner agrees to make immediate disclosure to SFDC's Legal Department. If, in SFDC's opinion, such changes create a heightened risk of noncompliance with Applicable Laws, such changes may constitute grounds for SFDC's termination of this Agreement. Partner shall cooperate reasonably with any requests by SFDC for further information regarding such relationship.

**2.4. Disclosure of Contact or Communication with Government-Owned Companies, Government-Controlled Companies, or Government Officials.** If Partner plans to contact or communicate with, or does contact or communicate with, any government-owned company, government-controlled company, or Government Official on SFDC's behalf or in carrying out Partner's obligations under the Partner Program, Partner shall so notify SFDC's Legal Department ([legalcompliance@salesforce.com](mailto:legalcompliance@salesforce.com)) as soon as practicable and may be subject to additional questions, training, and due diligence, as determined by SFDC. For clarity, Partner need not notify SFDC of each individual contact or communication as long as such contact or communication remains within the scope previously identified by Partner as part of such notification.

**2.5. Export Restrictions.** The Services and Partner Services and any related products or services, and data, information, software programs and/or materials resulting therefrom, may be subject to international rules that govern the export and re-export of software. Partner shall comply with all applicable international and domestic export and re-export laws that apply to the Services and Partner Services and any related products or services, as well as end-user, end-use and destination restrictions issued by national governments. The Services and Partner Services are subject to the Export Administration Regulations (“**EAR**”) and thus may not be exported, re-exported, or downloaded by any person in any controlled countries under the EAR, which currently include Iran, North Korea, Cuba, Syria, Sudan and the Crimea. Moreover, Services and Partner Services may not be exported, re-exported, or downloaded by any person or entity subject to U.S. or international sanctions regardless of location. Partner should consult <http://www.bis.doc.gov/index.php/policy-guidance/lists-of-parties-of-concern> for lists that Partner must check.

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**2.6. Periodic Certification and Agreement to Report Violations.** Partner agrees that Partner will periodically, at SFDC's request, complete SFDC's standard Due Diligence Questionnaire and Compliance Certification, and/or otherwise certify in writing to SFDC that Partner has not, and to Partner's knowledge no other person, including but not limited to every owner, director, employee, representative and agent of Partner has made, offered to make, agreed to make, or authorized any payment, loan, donation or gift of money or anything else of value, directly or indirectly, to or for the benefit of any Government Official, to obtain or retain business, or secure any improper advantage. Partner further agrees that should Partner learn of information regarding any such payment or offer in connection with SFDC's business, Partner will promptly advise SFDC's Legal Department ([legalcompliance@salesforce.com](mailto:legalcompliance@salesforce.com)) of such knowledge or suspicion.

**2.7. SFDC's Compliance.** SFDC shall comply with Applicable Laws that are applicable to SFDC generally (i.e., without regard to Partner's and/or any Customer's particular use of the Services or Partner Services) in its performance of its obligations hereunder.

### **3. Services, Compliance and Technical Training**

**3.1.** Partner's sales representatives must be reasonably capable of effectively delivering SFDC's value proposition and must be generally knowledgeable about the Services and their interfaces, advantages and high-level functionality. Other requirements regarding Partner's Services, compliance and technical training vary by Program Type, and are described in the Program Policies.

### **4. Intellectual Property Ownership**

**4.1. Technology.** Subject to the limited licenses and rights set forth in this Agreement, nothing in this Agreement transfers or assigns to either Party any of the other Party's intellectual property or other proprietary rights in the other Party's technology, products or services. The intellectual property and other proprietary rights in SFDC's technology, products and services, including without limitation the AppExchange, the Services and the Partner Services, are defined herein as "**SFDC's Property**."

**4.2. SFDC Trademarks.** SFDC's marks, including those identified in SFDC's Partner Branding Guidelines, and otherwise used on SFDC's websites, are SFDC's trademarks or service marks and may not be used in any manner except as expressly permitted in this Agreement or the applicable Program Policies, or with SFDC's prior written consent. Consistent with SFDC's trademark rights and usage policies, Partner shall not incorporate "force," "cloud" (unless permitted by the SFDC Partner Branding Guidelines) or "chatter" or any other SFDC mark or brand in any trade name, brand name, domain name, or other source identifying term. Partner shall not bid on or purchase any keyword which is SFDC's trademark, including without limitation SALESFORCE.COM®, SALESFORCE®, FORCE.COM®, FORCE®, APPEXCHANGE®, CHATTER®, SERVICE CLOUD® or SALES CLOUD® in any keyword advertising service (such as, for example, Google AdWords) except with SFDC's prior written consent. Partner may not publish any advertisement that includes any SFDC trademarks without prior review and approval of Partner's proposed ad and/or related website by SFDC's legal and Search Engine Marketing teams. Partner may forward requests for review and approval to [trademarks@salesforce.com](mailto:trademarks@salesforce.com).

**4.3. Partner Trademark License.** Partner grants SFDC a nonexclusive, nontransferable, non-sublicensable, royalty-free license to use, for the purpose of identifying and promoting Partner's participation in SFDC's Partner Programs and in connection with SFDC's rights, duties and obligations under this Agreement, Partner's marks including Partner's company name, and, if applicable, Partner's AppExchange publisher name and any AppExchange listing names, and any other marks or logos associated therewith or otherwise used by Partner within the Salesforce ecosystem ("**Partner's Marks**"). Partner may withdraw its approval of any use of the Partner's Marks at any time in its sole discretion upon written notice to SFDC, which withdrawal shall be effective promptly but in no case more than thirty (30) days from the date of Partner's notice sent in accordance with Section 16.2 (Manner

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of Giving Notice) below, provided that no such withdrawal will require the recall of any previously published or distributed materials.

**4.4. Competitive Applications.** Subject to SFDC's and Partner's respective rights and obligations under this Agreement, SFDC acknowledges that Partner and/or other parties may develop and publish applications that are similar to or otherwise compete with the Services or other SFDC applications, products and services, and Partner acknowledges that SFDC and/or other parties may develop and publish applications that are similar to or otherwise compete with Partner's Applications, products or services.

## **5. Restrictions**

**5.1. Restrictions on Use of the Services, Partner Community, Partner Services.** Partner acknowledges and agrees that Partner's use of any Services provided to Partner in connection with Partner's activities hereunder is governed by the terms of the salesforce.com Master Subscription Agreement found at <https://www.salesforce.com/company/msa.jsp>, unless Partner has a written master subscription agreement executed by SFDC for such Services as referenced in the Documentation, in which case such written salesforce.com master subscription agreement will govern (as applicable, the "**MSA**"). Partner is responsible for all activities that occur in Partner User accounts, and for its and Partner Users' compliance with this Agreement, the MSA and the Documentation. In no event shall Partner (i) sell, resell, license, sublicense, distribute, make available, rent or lease or otherwise commercially exploit to any third party (except as expressly provided in this SPPA) the Services, Content, Partner Community or Partner Services in any way; (ii) use a Service, Partner Community or Partner Services 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, (iii) use a Service, Partner Community or Partner Services or Non-SFDC Application to send or store any code, files, scripts, agents or programs intended to do harm, including, for example, viruses, worms, time bombs and Trojan horses; (iv) modify or make derivative works based upon the Services, Partner Community or Partner Services; (v) create Internet "links" to the Services, Partner Community or Partner Services, or "frame" or "mirror" them; (vi) permit direct or indirect access to or use of any Services, Partner Community or Partner Services in a way that circumvents a contractual usage limit, or use any of our Services to access or use any of our intellectual property except as permitted under this Agreement, an Order Form, or the Documentation; (vii) interfere with or disrupt the integrity of performance of the Services, Partner Community, Partner Services or the data contained therein; (viii) access any Services, Partner Community, Partner Services in order to build a competitive product or service or to benchmark with a non-SFDC product or service or (ix) reverse engineer the Services, Partner Community or Partner Services; (x) share data or content from the Services, Partner Community or Partner Services with SFDC competitors; (xi) attempt to gain unauthorized access to any Service or Content or its related systems or networks; (xii) copy a Service or any part, feature, function or user interface thereof or (xiii) recruit or market directly to other Partner Users using data, content or contact information obtained through the Partner Community. Partner User subscriptions cannot be shared or used by more than one individual user but may be reassigned from time to time to new users who are replacing former users who have terminated employment or otherwise changed job status or function and no longer need to use the Services under this Agreement. Partner's or a User's intentional violation of the foregoing, or any use of the Services, Content, Partner Community or Partner Services in breach of this Agreement, the MSA, Documentation or Order Forms, by Partner or Partner's Users that in SFDC's judgment imminently threatens the security, integrity or availability of SFDC's services, may result in SFDC's immediate suspension of the Services, Partner Community or Partner Services. SFDC will use commercially reasonable efforts under the circumstances to provide Partner with an opportunity to remedy such violation or threat prior to any such suspension.

**5.2. Additional Restrictions.** Without affecting any other restrictions set forth in the MSA and this SPPA, Partner's use of any Program Benefits, including SFDC's Property provided to Partner hereunder, is subject to additional restrictions. Specifically, Partner may *not*:

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- Remove or modify any program markings or any notice of SFDC's or SFDC's licensors' proprietary rights;
- Make the Services, any materials delivered hereunder, or any materials resulting from the Services available in any manner to any third party for use in the third party's business operations, other than as expressly permitted herein or in the Program Policies for Partner's assigned Program Type;
- Use SFDC's Property in a manner that misrepresents Partner's relationship with SFDC or is otherwise misleading or that reflects negatively on SFDC or may harm SFDC's rights therein;
- Modify in any way any of SFDC's trademarks and/or associated logos (e.g., by inserting Partner's company or brand name inside SFDC's proprietary "Cloud" logo OR by co-branding products or services by blending SFDC's corporate logo with Partner's corporate logo without SFDC's permission);
- Use or duplicate SFDC's Property provided to Partner for any purpose other than as specified in this Agreement or make SFDC's Property available to unauthorized third parties;
- Use SFDC's Property for Partner's own internal business operations, or use or make SFDC's Property available in any manner to any third party for use in the third party's business operations or for any other commercial or production use, other than as expressly permitted in this Agreement applicable to Partner's assigned Program Type and/or Partner Tier; or
- Use the Services, Partner Community, AppExchange or SFDC Property in violation of SFDC's Acceptable Use and External-Facing Services Policy found at <http://www.salesforce.com/company/legal/agreements.jsp> as may be updated from time to time.

## 6. Warranties; Disclaimers and Remedies

**EXCEPT AS EXPRESSLY SET FORTH HEREIN, SFDC MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND REGARDING THE SERVICES, THE PARTNER PROGRAM (INCLUDING WITHOUT LIMITATION THE PARTNER SERVICES, PARTNER COMMUNITY, APPEXCHANGE AND PROGRAM BENEFITS), WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND 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 INCLUDING WITH RESPECT TO THE PERFORMANCE, FUNCTIONALITY, QUALITY, BENEFITS OR AVAILABILITY OF ALL OF THE FOREGOING. CONTENT AND BETA SERVICES ARE PROVIDED "AS IS," AND AS AVAILABLE EXCLUSIVE OF ANY WARRANTY WHATSOEVER. IN NO EVENT WILL SFDC BE LIABLE TO PARTNER (OR TO ANY INDIVIDUAL OR ENTITY AFFILIATED WITH PARTNER) FOR ANY CLAIM, LOSS OR DAMAGE ARISING OUT OF THE OPERATION OR AVAILABILITY OF THE SERVICES, THE PARTNER SERVICES OR ANY OTHER SFDC PRODUCT OR SERVICE, MADE AVAILABLE, ACCESSED OR USED AS PART OF PARTNER'S PARTICIPATION IN THE PARTNER PROGRAM.**

## 7. Relationship of the Parties

This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between Partner and SFDC, notwithstanding the use of the term "partner" in this Agreement. Neither Party will represent that it has any authority to assume or create any obligation, express or implied, on behalf of the other Party, nor to represent the other Party as agent, employee, franchisee, or in any other capacity. There are no third-party beneficiaries to this SPPA. Partner shall not make any proposals, promises, warranties, guarantees, or representations on SFDC's behalf or in SFDC's name.

## 8. Services Feedback

Partner grants SFDC a worldwide, perpetual, irrevocable, royalty-free, transferable, sublicensable, license to use and incorporate into its services any suggestion, enhancement request, recommendation, correction or other feedback provided by Partner relating to the operation of SFDC's or its Affiliate's services.

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## 9. Term, Termination & Renewal

**9.1. Term.** This Agreement starts on the Effective Date and shall remain in effect unless terminated as set forth herein, provided that if Partner joins a Partner Program(s) and its participation in all such Partner Programs terminates, this Agreement shall automatically terminate as of the end date of its participation in the last Partner Program.

**9.2. Termination for Cause.** Either Party may immediately terminate this SPPA upon written notice to the other Party if (i) the other Party becomes the subject of a petition in bankruptcy or other proceeding relating to insolvency, or makes an assignment for the benefit of creditors, (ii) the other Party publicly announces (including by reporting it in SEC filings) that it has reached agreement to acquire or be acquired by the terminating Party's competitor, (iii) the other Party breaches its confidentiality obligations under this SPPA or infringes or misappropriates the terminating Party's intellectual property rights, (iv) it determines, based on one or more Customer or prospective Customer complaints, that the other Party's actions or statements creates a significant risk of harm to the terminating Party's reputation or customer relationships, (v) the other Party has committed fraud or misrepresentation with respect to entering into and/or the performance of this Agreement, (vi) a Party learns of circumstances that give it reason to believe that the other Party has engaged in illegal conduct or unethical business practices in connection with performance of this Agreement, (vii) the other Party, or any of its owners or employees responsible for providing services under this Agreement have become the target of an investigation or prosecution by any governmental authority for alleged corruption or other violation of laws, or (viii) the other Party has violated **Section 2** (Compliance with Applicable Laws) above including, in the case of SFDC, Partner's violating SFDC's rights under trademark and copyright laws and/or ICANN policies and procedures governing domain names. Subject to the foregoing, either Party may terminate this SPPA upon thirty (30) days' written notice to the other Party of such other Party's material breach if the breach is not cured during that period. SFDC may suspend Partner's assigned Program Type Program Benefits during any period in which Partner is in breach of this Agreement, including its payment obligations. Termination of this SPPA for cause shall be in addition to, and not in lieu of either Party's other legal rights and remedies.

**9.3. Termination for Convenience.** Subject to **Section 9.4** (Effect of Termination) below, SFDC may terminate this SPPA for convenience upon thirty (30) days' written notice to Partner.

**9.4. Effect of Termination.** Upon termination or expiration of this SPPA, Partner shall cease to be a participant in the Partner Program and all of Partner's rights to receive the Program Benefits detailed in this Agreement, and to use SFDC's Property shall cease. If SFDC terminates for convenience under **Section 9.3** (Termination for Convenience) or Reseller terminates for cause under **Section 9.2** (Termination for Cause), SFDC will refund the pro-rated portion of any pre-paid Program Fees covering the period following such termination. Provisions that survive termination or expiration include those relating to limitation of liability, payment, and others which by their nature are intended to survive. For clarity, expiration or termination of this SPPA will not relieve Partner of its obligation to pay the portion of the Program Fees associated with its participation in the Partner Program leading up to the effective date of the expiration or termination.

## 10. Confidentiality

**10.1. Definition of Confidential Information.** As used herein, "**Confidential Information**" means all confidential 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. SFDC's Confidential Information includes, but is not limited to, the AppExchange; SFDC's and third party applications; any non-public information Partner has access to through the Partner Community; the Services; Customer Data to which Partner has access through SFDC's systems by virtue of participating in the Partner Program; and the terms and conditions of this Agreement. Partner's Confidential Information includes, but is not limited to Partner Applications and Partner's business and

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marketing plans, technology and technical information; products designs; and business processes. Confidential Information of each Party includes the discussions regarding the partner relationship. However, Confidential Information shall 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 without breach of any obligations owed to the Disclosing Party. Notwithstanding the foregoing, the protections set forth in this Agreement for Customer Data remain in full force and effect even where such Customer Data meets the criteria in (i) - (iv) above.

**10.2. Protection of Confidential Information.** The Receiving Party will 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 of its and its Affiliates' employees and contractors who need that access for purposes consistent with this Agreement and who have signed confidentiality agreements with the Receiving Party containing protections not materially less protective of the Confidential Information than those herein. Neither party will disclose the terms of this Agreement or any Order Form to any third party other than its Affiliates, legal counsel and accountants without the other party's prior written consent, provided that a party that makes any such disclosure to its Affiliate, legal counsel or accountants will remain responsible for such Affiliate's, legal counsel's or accountant's compliance with this "Confidentiality" section.

**10.3. Compelled Disclosure.** The Receiving Party may disclose Confidential Information of the Disclosing Party if it is compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of such 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 will reimburse the Receiving Party for its reasonable cost of compiling and providing secure access to such Confidential Information.

## **11. LIMITATION OF LIABILITY**

**11.1 Limitation of Liability.** IN NO EVENT SHALL THE MAXIMUM AGGREGATE LIABILITY OF SFDC TOGETHER WITH ALL OF ITS AFFILIATES ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED THE PROGRAM FEES PAID BY PARTNER IN THE 12 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. NOTWITHSTANDING THE FOREGOING, THE ABOVE LIMITATIONS ON LIABILITY SHALL NOT APPLY TO SFDC'S INDEMNIFICATION OBLIGATIONS UNDER SECTION 12.2 (INDEMNIFICATION BY SFDC) BELOW.

**11.2 Exclusion of Consequential and Related Damages.** IN NO EVENT WILL SFDC OR ITS AFFILIATES 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 SFDC OR ITS AFFILIATES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF SFDC OR ITS AFFILIATES' REMEDY OTHERWISE FAILS OF ITS ESSENTIAL PURPOSE. THE FOREGOING DISCLAIMER WILL NOT APPLY TO THE EXTENT PROHIBITED BY LAW.

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## **SALESFORCE PARTNER PROGRAM AGREEMENT**

## 12. INDEMNIFICATION

**12.1. Indemnification by Partner.** Partner will defend SFDC against any claim, demand, suit or proceeding made or brought against SFDC by a third party (i) alleging that Partner's products or services, or any data that Partner enters into the Services or the Partner Community, infringe the intellectual property rights of, or have otherwise harmed, such third party; (ii) based upon a representation made by Partner to such third party; or (iii) based upon a Partner's breach of this Agreement (each a "**Claim Against SFDC**"), and will indemnify SFDC from any damages, attorney fees and costs finally awarded against SFDC as a result of, or for any amounts paid by SFDC under a settlement approved by Partner in writing of, a Claim Against SFDC, provided SFDC (a) promptly gives Partner written notice of the Claim Against SFDC, (b) gives Partner sole control of the defense and settlement of the Claim Against SFDC (except that Partner may not settle any Claim Against SFDC unless it unconditionally releases SFDC of all liability), and (c) gives Partner all reasonable assistance, at Partner's expense.

**12.2. Indemnification by SFDC.** SFDC will defend Partner against any claim, demand, suit or proceeding made or brought against Partner by a third party alleging that the Services, or the Partner Community, infringes or misappropriates the intellectual property rights of such third party (a "**Claim Against Partner**"), and will indemnify Partner from any damages, attorney fees and costs finally awarded against Partner as a result of, or for amounts paid by Partner under a settlement approved by SFDC in writing of, a Claim Against Partner, provided Partner (a) promptly gives SFDC written notice of the Claim Against Partner, (b) gives SFDC sole control of the defense and settlement of the Claim Against Partner (except that SFDC may not settle any Claim Against Partner unless it unconditionally releases Partner of all liability), and (c) gives SFDC all reasonable assistance, at SFDC's expense. If SFDC receives information about an infringement or misappropriation claim related to the Services or Partner Community SFDC may in its discretion and at no cost to Partner (i) modify the Services or Partner Community so that they are no longer claimed to infringe or misappropriate, (ii) obtain a license for Partner's or Customer's (as applicable) continued use of that Service in accordance with this Agreement; or (iii) terminate any of Partner's or Customer's (as applicable) rights for that Service upon thirty (30) days' written notice and refund Partner or Customer (as applicable) any prepaid fees covering the remainder of the term of the terminated Services. The above defense and indemnification obligations do not apply to the extent a Claim Against Partner arises from (i) Content, a Non-SFDC Application or Partner's breach of this Agreement, the Documentation or applicable Order Forms; or (ii) the use or combination of the Services, the Partner Community, or any part thereof with software, hardware, data, or processes not provided by SFDC, if the Services or Partner Community, or use thereof, would not infringe without such combination.

**12.3. Exclusive Remedy.** This "Indemnification" section 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.

## 13. Cooperation on Disputes

Partner shall reasonably cooperate with SFDC in regard to any inquiry, dispute or controversy in which SFDC may become involved and of which Partner may have knowledge, including with respect to disclosure of relevant documents and financial information, and interviews of Partner's personnel. Such obligation shall continue after the expiration or termination of this Agreement.

## 14. Entire Agreement

Partner agrees that this SPPA and the information which is incorporated into this SPPA by written reference (including reference to information contained in a URL and/or referenced policies and/or guides), or any applicable Order Form for Program Fees or the purchase of certain Program Benefits, or addendum attached hereto, constitutes the complete agreement between the Parties relating to Partner's participation in the Partner Program. This Agreement supersedes and replaces any prior representations, written or oral, regarding Partner's participation

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### SALESFORCE PARTNER PROGRAM AGREEMENT

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in the Partner Program as well as any other online or click-through agreement that Partner may have previously entered into with SFDC governing Partner's participation in the Partner Program before the SPPA version date provided above. If any term of this Agreement is found to be invalid or unenforceable, the remaining provisions will remain effective. To the extent of any conflict or inconsistency between the provisions in the body of this SPPA and any addendum or exhibit hereto, the terms of such addendum or exhibit shall prevail. To the extent of any conflict or inconsistency between the provisions in the body of this SPPA and any Order Form, the terms of the Order Form shall prevail. The parties agree that any term or condition stated in a Partner purchase order or in any other Partner order documentation (excluding Order Forms) is void. This SPPA and any Order Form that SFDC and Partner enter into may not be modified and the rights and restrictions may not be altered or waived except in a writing signed or accepted electronically by the party against whom the modification, amendment or waiver is to be asserted, provided however, that (i) SFDC may modify or amend the Program Policies from time to time as permitted therein; and (ii) SFDC may update the terms of the SPPA effective as of the next Program Year (as that term is defined in the Program Policies) provided SFDC has posted the new SPPA thirty (30) days in advance of the start of such Program Year, and Partner's participation in the Partner Program and/or accessing of the Partner Community in such subsequent Program Year will constitute its acceptance of such new SPPA.

**15. Assignment**

Neither Partner nor SFDC may assign any rights or obligations under this Agreement without the prior written consent of the other (not to be unreasonably withheld or delayed), provided either Party may assign this Agreement without consent of the other Party in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of the assigning Party's assets not involving a direct competitor of the other Party.

**16. Parties, Legal Notices, Governing Law and Jurisdiction**

**16.1. General.** The SFDC entity that Partner is contracting with under this Agreement, the address to which Partner should direct legal notices arising under or relating to this Agreement, the law that will apply in any lawsuit arising out of or in connection with this Agreement, and which courts can adjudicate any such lawsuit, depend on where Partner is domiciled as follows:

<b>If Partner is domiciled in:</b>	<b>The SFDC entity entering into this Agreement is:</b>	<b>Notices should be addressed to:</b>	<b>Governing law is:</b>	<b>Courts with exclusive jurisdiction are:</b>
The United States of America, Mexico or a Country in Central or South America or the Caribbean	salesforce.com, inc., a Delaware corporation	Salesforce Tower, 415 Mission Street, 3rd Floor, San Francisco, California, 94105, U.S.A., attn: VP, Worldwide Sales Operations, with a copy to attn: General Counsel	California and controlling United States federal law	San Francisco, California, U.S.A.
Canada	salesforce.com Canada Corporation, a Nova Scotia corporation	Salesforce Tower, 415 Mission Street, 3rd Floor, San Francisco, California, 94105, U.S.A., attn: VP, Worldwide Sales Operations, with a copy to attn: General Counsel	Ontario and controlling Canadian federal law	Toronto, Ontario, Canada

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France	salesforce.com France, a French S.A.S company with a share capital of 37,000 €, registered with the Paris Trade Registry under number 483 993 226 RCS Paris, Registered office: 3 Avenue Octave Gréard, 75007 Paris, France	Salesforce.com Sarl, Route de la Longeraie 9, Morges, 1110, Switzerland, attn: Director, EMEA Sales Operations, with a copy to attn.: Legal Department - Service Juridique, 3 Avenue Octave Gréard, 75007 Paris, France	France	Paris, France
Germany	salesforce.com Germany GmbH, a limited liability company, incorporated in Germany	Salesforce.com Sarl, Route de la Longeraie 9, Morges, 1110, Switzerland, attn: Director, EMEA Sales Operations, with a copy to attn.: Legal Department - Erika-Mann-Strasse 31-37, 80636 München, Germany	Germany	Munich, Germany
Italy	Salesforce.com Italy S.r.l., an Italian limited liability company having its registered address at Piazza Filippo Meda 5, 20121 Milan (MI), VAT / Fiscal code n. 04959160963	Salesforce.com Sarl, Route de la Longeraie 9, Morges, 1110, Switzerland, attn: Director, EMEA Sales Operations, with a copy to attn.: Legal Department	Italy	Milan, Italy
Spain	Salesforce Systems Spain, S.L.U., a limited liability company incorporated in Spain	Salesforce.com Sarl, Route de la Longeraie 9, Morges, 1110, Switzerland, attn: Director, EMEA Sales Operations, with a copy to attn.: Legal Department - Paseo de la Castellana 79, Madrid, 28046, Spain	Spain	Madrid, Spain
United Kingdom	Salesforce UK Ltd (f/k/a salesforce.com EMEA Limited), a limited liability company incorporated in England	Salesforce.com Sarl, Route de la Longeraie 9, Morges, 1110, Switzerland, attn: Director, EMEA Sales Operations, with a copy to attn: Legal Department, Salesforce UK Ltd (f/k/a salesforce.com EMEA Limited), Floor 26 Salesforce Tower, 110	England	London, England

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		Bishopsgate, London, EC2N 4AY, United Kingdom		
A Country in Europe, the Middle East or Africa, other than France, Germany, Italy, Spain, and the United Kingdom	SFDC Ireland Limited, a limited liability company incorporated in Ireland	Salesforce.com Sarl, Route de la Longeraie 9, Morges, 1110, Switzerland, attn: Director, EMEA Sales Operations, with a copy to attn.: Legal Department - 3rd and 4th Floor, 1 Central Park Block G, Central Park, Leopardstown, Dublin 18, Ireland	England	London, England
Japan	Kabushiki Kaisha Salesforce.com, a Japan corporation	JP Tower 12F, 2-7-2 Marunouchi, Chiyoda-ku, Tokyo 100-7012, Japan, attn: Senior Director, Japan Sales Operations, with a copy to attn: General Counsel	Japan	Tokyo, Japan
A Country in Asia or the Pacific region, other than Japan, Australia or New Zealand	Salesforce.com Singapore Pte Ltd, a Singapore private limited company	5 Temasek Boulevard #13-01, Suntec Tower 5, Singapore, 038985, attn: Director, APAC Sales Operations, with a copy to attn: General Counsel	Singapore	Singapore
Australia or New Zealand	SFDC Australia Pty Ltd	201 Sussex Street, Darling Park Tower 3, Level 12, Sydney NSW 2000, attn: Senior Director, Finance with a copy to attn: General Counsel	New South Wales, Australia	New South Wales, Australia

**16.2. Manner of Giving Notice.** Except as otherwise specified in this Agreement, all notices, permissions and approvals hereunder will be in writing and will be effective upon (a) personal delivery, (b) the second business day after mailing, or (iii) except for notices of termination or an indemnifiable claim (“**Legal Notices**”), which shall clearly be identifiable as Legal Notices, the day of sending by email. Notices to Partner shall be addressed to the contact designated by Partner for Partner’s relevant partner account, and in the case of billing-related notices, to the relevant billing contact designated by Partner. Notices to SFDC that are not Legal Notices shall be addressed to the entity Partner is contracting with, as described above, and to the attention of the Partner Program Manager.

**16.3. 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.

**16.4. Local Law Requirements: France.** With respect to Partners domiciled in France, in the event of any conflict between any statutory law in France applicable to Partner, and the terms and conditions of this Agreement, the applicable statutory law shall prevail.

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**16.5. Local Law Requirements: Germany.** With respect to Partners domiciled in Germany, the following changes to the above terms will apply:

**16.5.1.** Section 6 “WARRANTIES; DISCLAIMERS AND REMEDIES” is replaced with the following section:

**6. Partner Program and Content** SFDC is not responsible to make the Services, the Partner Program (including without limitation the Partner Services, Partner Community AppExchange and Program Benefits), Content or any other SFDC product or service constantly available and Partner understands that all of the foregoing are provided “As Is”. SFDC is not reviewing Content, its details, or its compliance with applicable laws and regulations, and is not ensuring that Content is accurate, up to date, or complete.

**16.5.2.** Section 11 “LIMITATION OF LIABILITY” is replaced with the following section:

**11. Limitation of Liability for Partners Domiciled in Germany**

**11.1 Unlimited Liability.** SFDC shall be liable without limitation

- (a) in the event of willful misconduct or gross negligence,
- (b) within the scope of a guarantee taken over by SFDC,
- (c) in the event that a defect is maliciously concealed,
- (d) in case of an injury to life, body or health,
- (e) according to the German Product Liability Law,
- (f) for any indemnification obligation set forth in Section 12.2 (Indemnification by SFDC).

**11.2 SFDC’s Liability for Breach of Cardinal Duties.** If cardinal duties of SFDC are infringed due to slight negligence and if, as a consequence, the achievement of the objective of this Agreement, or in the case of a slightly negligent failure to comply with duties, the very discharge of which is an essential prerequisite for the proper performance of this Agreement, SFDC’s liability shall be limited to foreseeable damage typical for the contract. In all other respects, any liability of SFDC for damage caused by slight negligence shall be excluded.

**11.3 Liability Cap.** Unless SFDC is liable in accordance with “Unlimited Liability” section above, in no event shall the aggregate liability of SFDC together with all of its Affiliates arising out of or related to this Agreement exceed the Program Fees paid by Partner in the 12 months preceding the first incident out of which the liability arose.

**11.4 Scope.** With the exception of liability in accordance with the “Unlimited Liability” section, the above limitations of liability shall apply to all claims for damages, irrespective of the legal basis including claims for tort damages. The above limitations of liability also apply in the case of claims for Partner’s damages against SFDC’s employees, agents or bodies.

**16.6. Local Law Requirements: Italy.** With respect to Partners domiciled in Italy, the following new Sections 16.6.1 “Invoicing and Payment” and 16.6.2 “Compliance with Anti-Corruption Laws” are added to this Agreement:

**16.6.1. Invoicing and Payment**

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**16.6.1.1 Invoicing and Payment.** To the extent that Partner is obligated to pay any fees pursuant to this Agreement, the parties acknowledge that any invoices under this Agreement also are to be submitted electronically by SFDC in accordance with “Electronic Invoicing” section through the Agenzia delle Entrate’s Exchange System (“SDI” or “Sistema di Interscambio”) and any delay due to the SDI shall not affect the payment term for such invoice. Partner shall be responsible for providing complete and accurate billing and contact information to SFDC and shall notify SFDC of any changes to such information.

**16.6.1.2. Electronic Invoicing.** The invoice will be issued in electronic format as defined in article 1, paragraph 916, of Law no. 205 of December 27, 2017, which introduced the obligation of electronic invoicing, starting from January 1, 2019, for the sale of goods and services performed between residents, established or identified in the territory of the Italian State. To facilitate such electronic invoicing, Partner shall provide to SFDC at least the following information in writing: Partner full registered company name, registered office address, VAT number, tax/fiscal code and any additional code and/or relevant information needed. In any event, the parties shall cooperate diligently to enable such electronic invoicing process. Any error due to the provision by Partner of incorrect or insufficient invoicing information preventing (a) SFDC to successfully submit the electronic invoice to the SDI or (b) the SDI to duly and effectively process such invoice or (c) which, in any event, requires SFDC to issue an invoice again, shall not result in an extension of the payment term applicable to such invoice, and such term shall still be calculated from the date of the original invoice. SFDC reserves the right to provide any invoice copy in electronic form via email in addition to the electronic invoicing described herein.

**16.6.1.3. Split Payment.** If subject to the “split payment” regime, Partner shall be exclusively responsible for payment of any VAT amount due, provided that Partner shall confirm to SFDC the applicability of such regime and, if applicable, Partner shall provide proof of such VAT payment to SFDC.

**16.6.2 Anti-Corruption Laws and Compliance with Legislative Decree 231/2001.** For the avoidance of doubt, the “Applicable Laws” referenced in Section 2.1 of the Agreement include, without limitation, anti-corruption legislation in force in Italy (as amended from time to time). Partner acknowledges that SFDC has adopted an Organization, Management and Control Model pursuant to Legislative Decree 231/2001 to prevent crimes provided for therein and commits to comply with the principles contained in the above Legislative Decree 231/2001 and in the SFDC Code of Conduct which is available at the following link: [https://www.salesforce.com/content/dam/web/en\\_us/www/documents/legal/compliance%20documents/salesforce-code-of-conduct.pdf](https://www.salesforce.com/content/dam/web/en_us/www/documents/legal/compliance%20documents/salesforce-code-of-conduct.pdf). In particular, Partner also acknowledges and agrees that the violation of the principles and the provisions contained in Legislative Decree 231/2001 and in the SFDC Code of Conduct by Partner may entitle SFDC, based on the severity of the violation, to terminate this Agreement for cause.

**16.6.3. IF YOU ARE DOMICILED IN ITALY, YOU MAY NOT ACCESS THE PARTNER COMMUNITY OR PARTICIPATE IN THE PARTNER PROGRAM UNTIL YOU HAVE SIGNED AN ADDITIONAL ACKNOWLEDGMENT PROVIDED TO YOU BY SFDC.**

**16.7. Local Law Requirements: Spain.** With respect to Partners domiciled in Spain, in the event of any conflict between any statutory law in Spain applicable to Partner, and the terms and conditions of this Agreement, the applicable statutory law shall prevail.

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## ADDENDUM A

### AppExchange Addendum

In addition to the above Term and Conditions, this AppExchange Addendum of the SPPA shall apply to, and govern, all Partner Applications and Partner's Consulting Services Listings on the AppExchange.

#### 1. Definitions Applicable to AppExchange Addendum.

**"AppExchange Application"** means a Web-based, on-demand application or component and/or downloadable software application or component that interoperates with certain of the Services and that has been approved by SFDC for listing on the AppExchange.

**"Consulting Services Listing"** means a listing on the AppExchange describing systems integration services and similar consulting services a Partner offers to Customers.

**"Platform"** means the Services currently branded as Force.com and/or Heroku comprising SFDC's Web-based technology platform that includes a user interface, operating system, customization and integration capabilities for SFDC's on-demand customer relationship management services, and a framework for development and deployment of on-demand applications.

**"Platform API"** means SFDC's application programming interface that supports interoperability of the Platform with Non-SFDC Applications, including Partner Applications.

**"Partner Application"** means any application and/or component that Partner submits to SFDC for review and/or listing as an AppExchange Application under this Agreement.

#### 2. AppExchange Listing Program Benefit Overview.

**A. Overview.** Partner is responsible for evaluating and testing each Partner Application as to its technology, functionality, performance, security, and user interface before the applicable Partner Application is submitted to SFDC for review and listed on the AppExchange. SFDC reserves the right to conduct any type of review of all Partner Applications and Consulting Services Listings. SFDC may adopt and change its AppExchange review standards and processes in its sole discretion. Partner must submit each Partner Application and Consulting Services Listing to SFDC for review or listing on the AppExchange through SFDC's online submission process. Partner acknowledges that Partner is solely responsible for, and that SFDC has no responsibility or liability of any kind for, the development, installation, operation, or maintenance of Partner Applications or Partner Consulting Services. Partner further represents that Partner shall be solely responsible for the accuracy, legality, and appropriateness of any content or information Partner submits to, or makes available through, the AppExchange. SFDC reserves the right, in SFDC's sole discretion and for any reason at any time, to refuse to list a Partner Application or post a Consulting Services Listing on, and/or to remove any Partner Applications or Consulting Services Listings from, the AppExchange.

By using the AppExchange to list one or more Partner Applications, Partner agrees that Partner will (i) ensure any user documentation relating to a Partner Application accurately reflects its functionality, including detailed security controls and safeguards relating thereto, (ii) ensure Partner's user documentation accurately describes the applicable Partner Application, including to what extent functionality resides within and outside the Platform, and (iii) maintain at all times a current privacy statement available on Partner's website which details Partner's collection, processing and handling of Partner's customer's data, including any personally identifiable information relating to Partner Application users. Partner shall promptly notify SFDC and all users of each Partner Application in writing prior to making any update to Partner's privacy policy and related disclosures associated with item (ii) above.

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**B. Partner Application Security Review.** SFDC may also conduct a security evaluation of each Partner Application, which may include a qualitative assessment involving a review of Partner's completed questionnaire, an interview with Partner, and/or security testing. If a Partner Application is a hosted, on-demand application, security testing may include remote application-level security testing of the Partner Application, and network-level security testing including a vulnerability threat assessment. SFDC may conduct such testing itself or through a third party. SFDC will provide reasonable notice to Partner before starting such testing. SFDC will also cooperate reasonably with Partner to minimize the effects of such testing on Partner's business and operations, including by conducting network-level testing after business hours if Partner so requests. Partner agrees to cooperate reasonably in any such testing. **Despite the foregoing, such testing may in rare cases cause downtime or other adverse effects on Partner's systems. Partner agrees that SFDC and SFDC's agents or contractors conducting the testing will bear no responsibility for such adverse effects.** Any of Partner's nonpublic information to which SFDC obtains access in the course of such security testing will be considered Partner's Confidential Information under Section 10 (Confidentiality) of the SPPA. Partner acknowledges that if Partner is not participating in the Partner Program with respect to a Partner Application, any security review conducted by SFDC with respect to such Partner Application will be considered null and void, unless otherwise agreed to in writing by SFDC. SFDC reserves the right to notify Customers that a Partner Application is not listed on the AppExchange or otherwise enrolled in the AppExchange Program. Notwithstanding anything to the contrary contained herein, the status of SFDC's review of a Partner Application can be disclosed by SFDC at SFDC's sole discretion.

**C. AppExchange Listings.** To the extent Partner has requested SFDC list Partner's Consulting Services Listing and/or Partner Application(s) on the AppExchange, Partner hereby grants SFDC a nonexclusive, worldwide, fully paid-up, royalty-free license, for as long as Consulting Services Listings and/or Partner Application(s) are listed on the AppExchange, to market Partner's Consulting Services Listings and/or Partner Application(s) and, to the extent Partner requests SFDC to list Partner Applications with "Test Drive," "Get it Now" or similar functionality, to permit others to access, install, and (in the case of downloadable software applications) download Partner Applications through the AppExchange. Further, Partner grants SFDC a nonexclusive, worldwide, perpetual, irrevocable, fully paid-up, royalty-free license to make, use, sell, copy, distribute and modify, and to grant sublicenses to do all of the foregoing with respect to, any modifications, improvements or enhancements created by Partner to the Platform. Partner represents and warrants that Partner owns or possesses all intellectual property and other rights necessary to grant SFDC these licenses. Without limiting any of SFDC's other rights set forth herein, if Partner submits for listing a Consulting Services Listing to the AppExchange, Partner agrees that SFDC may do the following with respect to such listing: (i) collect and publish reviews related to Partner's Consulting Services; (ii) publish on the AppExchange the number of completed consulting engagements Partner has submitted to the Partner Community and the results of customer satisfaction surveys relating to the performance of such engagements with such results to be generally compiled and conveyed in the form of an average numerical overall Customer rating of Partner's services, and (iii) publish the total number of SFDC certified consultants working on behalf of Partner's company. Such certification status shall relate to Partner's representatives who have completed and successfully passed SFDC certification training exams on the Services. Without limiting any of SFDC's other rights set forth herein, for any Partner Application listed on the AppExchange, Partner agrees SFDC may (i) collect and publish reviews related to such Partner Applications, and (ii) collect and publish additional data and metrics about Partner Applications such as the number of installations of such Partner Applications.

**D. Third Party Names in Listings.** Partners may not include the names of third parties or third parties' apps or other third party products in the text of their own Partner Application or Consulting Services Listing on the AppExchange without express authorization from the third party.

**E. Force.com Platform API Token.** To the extent that SFDC has provided Partner with a Force.com Platform API token for a Partner Application, such Force.com Platform API token will be assigned to and may be

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used only by users of that particular Partner Application to access the Force.com Platform API. Partner may not otherwise disclose or expose such Force.com Platform API token to users of a Partner Application or third parties.

### 3. Platform API Previews

SFDC may provide Partner access to upcoming updates of the Platform API before making them generally available. To the extent SFDC provides such access, to help ensure a successful end user experience, SFDC encourages Partner to conduct regression tests of each Partner Application against any such upgraded Platform API during any such early access period and to promptly notify SFDC of any issues Partner encounters.

### 4. Reviews of AppExchange Applications by Partner

The AppExchange allows Partner to post reviews of AppExchange Applications. Any review by Partner of an AppExchange Application shall be made in good faith after reasonable evaluation of the full AppExchange Application. If Partner posts a review of its Partner Application, Partner shall self-identify and disclose the fact that it is reviewing its own AppExchange Application. If Partner posts a review of a competitor's AppExchange Application, Partner shall self-identify and disclose the fact that Partner publishes a competitive AppExchange Application.

### 5. Service Levels.

**A. Availability of Partner Applications.** To the extent a Partner Application is not developed and operated on the Platform, Partner shall use commercially reasonable efforts to make the Partner Application available 99% of the time, except as provided below. SFDC will calculate availability for each calendar quarter, as follows:

$$\left[ \left( \frac{\text{total} - \text{nonexcluded} - \text{excluded}}{\text{total} - \text{excluded}} \right) * 100 \right] \geq 99\%$$

Where:

- a. *total* means the total number of minutes for the quarter
- b. *nonexcluded* means downtime that is not *excluded*
- c. *excluded* means the following:
  - i. Any planned downtime of which Partner gives 24 hours or more notice to Partner's customers who are also Customers. Except in urgent circumstances (such as, for example, a security threat or imminent or actual system failure), Partner will schedule all planned downtime during the weekend hours from 9:00 p.m. Friday, Pacific Time, through 3:00 a.m. Monday, Pacific Time.
  - ii. Any unavailability caused by SFDC (e.g., by the Platform or Platform API)
  - iii. Any unavailability caused by circumstances beyond Partner's reasonable control, including without limitation, acts of God, acts of government, flood, fire, earthquakes, civil unrest, acts of terror, strikes or other labor problems (other than those involving Partner's employees).

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## **6. Providing Partner Applications to Users.**

If SFDC permits publication of a Partner Application listing, Partner may offer Partner Applications via the AppExchange at no charge or for a fee, under Partner's own end user terms or under the default AppExchange No-charge End User Terms set forth at the end of this **AppExchange Addendum** as **Section 9**. To offer Partner Applications under Partner's own end user terms, Partner must submit such end user terms to SFDC through the online process described in the Partner Community. Partner may update such license terms from time to time using the same process. If Partner does not submit Partner's end user terms to SFDC through such online process, SFDC will make Partner Applications available under the default AppExchange no-charge end user terms. Partner Application end user terms shall not make any representations about SFDC, the Services or other SFDC products, nor purport to bind SFDC.

## **7. Risk of Infringement of Intellectual Property Rights**

Partner acknowledges the risk that Users who access Partner Applications through the AppExchange, including through the pre-purchase "Test Drive" (or similarly functional) feature of the AppExchange, may develop applications that infringe or misappropriate Partner's intellectual property rights in Partner Applications. Nothing in this Agreement restricts Partner from pursuing claims against such Users. However, in that event, Partner agrees that SFDC's provision of the AppExchange does not constitute contributory infringement or aiding or abetting of any such infringement or misappropriation.

## **8. Customer Data and Partner's Customer Configuration/Usage Data**

### **A. Customer Data.**

To the extent a Partner Application transmits Customer Data outside SFDC's systems, Partner represents and warrants that Partner has notified all users who have access to Customer Data or who may transmit such Customer Data outside SFDC's systems through such Partner Application, or will notify them prior to their use of such Partner Application, that their Customer Data will be transmitted outside SFDC's system and to that extent SFDC is not responsible for the privacy, security or integrity of such data. Partner further represents and warrants that to the extent a Partner Application stores, processes or transmits Customer Data, neither Partner nor such Partner Application will, without appropriate prior Customer consent or except to the extent required by applicable law, (i) modify the content of Customer Data in a manner that adversely affects the integrity of Customer Data, (ii) disclose Customer Data to any third party, or (iii) use Customer Data for any purpose other than providing such Partner Application's functionality to the applicable Customer's users of the such Partner Application. Partner shall also maintain and handle all Customer Data in accordance with privacy and security measures reasonably adequate to preserve its confidentiality and security and all applicable privacy laws and regulations. A modification or disclosure of Customer Data does not violate either of the two preceding sentences to the extent (i) it results from an activity of the applicable Customer using the applicable Partner Application and (ii) a reasonable Customer would expect that modification or disclosure of its Customer Data to occur as a result of that activity.

### **B. Partner's Customer Configuration/Usage Data.**

"Partner's Customer Configuration/Usage Data" means information stored in SFDC's systems about Partner's customers' configuration and usage of Partner Applications. To the extent Partner receives access to Partner's Customer Configuration/Usage Data in or from SFDC's systems, Partner represents and warrants that Partner has notified all of Partner's users who are subjects of Partner's Customer Configuration/Usage Data, or will notify them prior to their use of Partner Applications, that Partner may receive such data from SFDC, and to that extent SFDC is not responsible for the privacy, security or integrity of Partner's Customer Configuration/Usage Data. Partner further represents and warrants that to the extent Partner or Partner Applications store, process, collect or transmit Partner's Customer Configuration/Usage Data, neither Partner nor Partner Applications will, without appropriate prior user consent or except to the extent required by applicable law, (i) modify the content of Partner's Customer

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## **SALESFORCE PARTNER PROGRAM AGREEMENT**

Configuration/Usage Data in a manner that makes it inaccurate or misleading, (ii) disclose Partner's Customer Configuration/Usage Data to any third party other than Partner's applicable customer, or (iii) use Partner's Customer Configuration/Usage Data except in connection with Partner's relationship with Partner's applicable customer. Partner shall also maintain and handle all of Partner's Customer Configuration/Usage Data in accordance with privacy and security measures reasonably adequate to preserve its confidentiality and security and all applicable privacy laws and regulations. Notwithstanding the foregoing, this paragraph does not restrict Partner's use or disclosure of aggregated data containing Partner's Customer Configuration/Usage Data, provided none of SFDC's customers is identified or identifiable through such aggregated data or through Partner's use of such aggregated data.

**9. Default AppExchange No-Charge End User Terms.**

The following language shall constitute the default AppExchange no-charge End User Terms referenced under **Section 6** (Providing Partner Applications to Users) above:

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SUBJECT TO THE FOREGOING, THIS APPLICATION MAY BE FREELY REPRODUCED, DISTRIBUTED, TRANSMITTED, USED, MODIFIED, BUILT UPON, OR OTHERWISE EXPLOITED BY OR ON BEHALF OF SFDC OR ITS AFFILIATES, ANY CUSTOMER OR PARTNER OF SFDC OR ITS AFFILIATES, OR ANY DEVELOPER OF APPLICATIONS THAT INTERFACE WITH THE SFDC APPLICATION, FOR ANY PURPOSE, COMMERCIAL OR NON-COMMERCIAL, RELATED TO USE OF THE SFDC APPLICATION, AND IN ANY WAY, INCLUDING BY METHODS THAT HAVE NOT YET BEEN INVENTED OR CONCEIVED.