

SALESFORCE PARTNER CO-MARKETING AGREEMENT

(Version Date: **June 7, 2017**)

THIS SALESFORCE PARTNER CO-MARKETING AGREEMENT (“**AGREEMENT**”) SETS FORTH YOUR RIGHTS AND OBLIGATIONS RELATED TO PARTNER-SPONSORED CO-MARKETING ACTIVITIES. BY ACCEPTING THIS AGREEMENT, EITHER BY CLICKING A BOX INDICATING YOUR ACCEPTANCE OR OTHERWISE ELECTRONICALLY INDICATING ACCEPTANCE, YOU AGREE TO THE TERMS OF THE 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 AFFILIATES TO THESE TERMS AND CONDITIONS, IN WHICH CASE THE TERMS “YOU” OR “YOUR” SHALL REFER TO SUCH ENTITY AND ITS AFFILIATES. YOU AND SALESFORCE (“**SFDC**”) AND ARE EACH A “**PARTY**” AND COLLECTIVELY “**PARTIES**” TO THIS 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.

“**Applicable Law**” means 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.

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

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

“**SFDC**” means salesforce.com, inc., a Delaware (USA) corporation or its Affiliate with which Partner has entered into an SPPA.

“**SPPA**” means the Salesforce Partner Program Agreement that Partner has entered into governing Partner’s participation in SFDC’s Partner program.

1. Partner Reimbursements. In order for any Partner to be reimbursed for any co-marketing activities or events, Partner must obtain SFDC's prior written approval (e-mail acceptable) of marketing plans (including attendees) and the expenses (including the specific amounts to be incurred) associated therewith. If SFDC approves in writing the plans and the proposed expenses, then upon Partner's submission to SFDC of valid itemized third-party receipts substantiating the pre-approved expenses, SFDC will reimburse Partner for such marketing expenses within thirty (30) days of the calendar quarter in which Partner submits such receipts. All receipts must be submitted within thirty (30) days of the date on which Partner incurs them.

2. Partner-Sponsored Co-Marketing Activities and Events. Partner's personnel (including any subcontractors used in connection with co-marketing activities and events) shall meet the licensing, security, labor and site requirements for the locale where the co-marketing activities or events occur. It shall be Partner's sole responsibility to compensate and/or pay Partner's personnel or subcontractors used in connection with co-marketing activities and events. With regard to any attendee lists ("**Attendee List(s)**") that Partner provides to SFDC, Partner represents and warrants that it has: (i) complied with all Applicable Laws and contractual obligations in its Attendee List collection, processing and transfer to SFDC; (ii) all rights necessary to transfer the Attendee Lists to SFDC (including any contractual rights owed to third parties); and (iii) obtained valid consent of all individuals whose personal information is contained in the Attendee Lists and that such individuals have also consented to the intended use of such information, including the subsequent transfers to and processing by SFDC.

3. Indemnification by Partner. Partner will defend SFDC against any claim, demand, suit or proceeding made or brought against SFDC by a third party alleging or arising out of Partner's or Partner personnel's (including subcontractors) negligence or intentional misconduct in relation to co-marketing activities or events ("**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.

4. Limitation of Liability. IN NO EVENT WILL SFDC OR ITS AFFILIATES HAVE ANY LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT INCLUDING 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 HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF A PARTY'S OR ITS AFFILIATES' REMEDY OTHERWISE FAILS OF ITS ESSENTIAL PURPOSE. THE FOREGOING DISCLAIMER WILL NOT APPLY TO THE EXTENT PROHIBITED BY LAW.

5. Term, Termination & Renewal

5.1. Term. This Agreement starts on the Effective Date and shall remain in effect unless terminated as set forth herein, provided that if Partner's participation in the SFDC Partner program or SPPA terminates for any reason, this Agreement shall automatically terminate as of the end date of its participation in the SFDC Partner program or SPPA.

5.2. Effect of Termination. All of the provisions set forth above shall survive termination or expiration of this Agreement.

6. 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.

7. Legal Notices, Governing Law and Jurisdiction

Notices shall be given as set forth in the SPPA between the parties. Governing law and jurisdiction shall be as set forth in the SPPA between the parties.