

## **Terms and Conditions of Digital Marketing Services Website**

This website is for the exclusive use of the Salesforce Digital Marketing Program Partner as described at [sfdc.co/amp](https://sfdc.co/amp). Only those Salesforce Partners that have been approved by Salesforce to participate in Digital Marketing Services (“DMS”) may access and use this website. Use by any other person or entity is expressly forbidden. By using this website, Partner agrees to the following terms and conditions (“Terms and Conditions”).

**USAGE TERM:** DMS deliverables may be used by Partner for a period of one (1) calendar year following the date on which such deliverables are sent to Partner (the “Usage Term”), unless notified otherwise by Salesforce or Pierry, Inc. (“Pierry”). At the expiry of the Usage Term, Partner shall discontinue use of all DMS deliverables, including by, without limitation, archiving any provided call scripts, removing provided social media posts, removing landing pages, and other digital assets from web properties.

**AUTHORIZATION; PERMISSION TO USE MATERIALS:** Partner grants Pierry, its employees, agents, vendors, and representatives a royalty-free, fully-paid sublicensable right and license to use, combine with other works, modify and publish, copyright, reproduce, encode, store, copy, transmit, broadcast, display, distribute, perform, adapt, create derivative works of, exhibit, and otherwise use worldwide Partner’s trademarks, product names or descriptions and logo(s) and any materials Partner provides for the purpose of or as result of Partner’s participation in DMS (“Partner Content”). Partner represents and warrants that (i) it is entitled to grant Pierry the rights specified in these Terms and Conditions, (ii) it has complied with all applicable laws and regulations (including without limitation, content protection, privacy, and advertising laws) in the provision of the Partner Content; and (iii) the use of the Partner Content will not violate the rights of any third parties. Nothing in these Terms and Conditions shall be deemed to be a license or permission for Partner’s use of Pierry’s trademarks or any other Pierry owned intellectual property. Partner may not issue an announcement or press release regarding DMS without the prior written consent of Pierry.

**COOPERATION:** Partner will cooperate reasonably and in good faith with Pierry and its agents in its provision of the deliverables agreed to under these Terms and Conditions, including by: (a) allocating sufficient resources and timely performing any tasks reasonably necessary to enable Pierry and its agents to perform its obligations under these Terms and Conditions; (b) timely delivering any Partner Content and other obligations required for the option selected; (c) timely responding to Pierry’s inquiries related to the Promotions Partner is participating in; (d) providing complete, accurate and timely information, data and feedback all as reasonably required; (e) reviewing the Partner Content no less than one (1) time every three (3) months in order to maintain the accuracy, completeness, and relevancy of such Partner Content; and (f) informing Pierry of all changes or updates to content or materials provided by Partner which are necessary to maintain the accuracy of all such content or materials.

**LIMITATION OF LIABILITY:** Neither Pierry nor its subsidiaries, affiliates, and each of their respective officers, directors, employees, and agents shall be liable to Partner or any other party for direct, indirect, incidental, special, consequential damages, or damages for loss of profits, revenue, data, or use, nor any punitive damages incurred by Partner or any other type of damage, whether based on tort, contract, or other legal or equitable grounds, even if Pierry has been advised or had reason to know of the possibility of such damages. In no event shall Pierry have any liability for any damages or claims arising out of these Terms and Conditions, Partners’ Agreement with Salesforce, or Partners use of this website.

**SALESFORCE PARTNER PROGRAM:** DMS and deliverables provided for hereunder shall be deemed part of the “Marketing Services” as defined in the Salesforce Partner Program Policies. Partner agrees to use the

Marketing Services at Partner's own risk, and agrees to indemnify and hold Pierry, its subsidiaries, affiliates, and each of their respective officers, directors, employees, and agents harmless against any loss, damage or costs (including reasonable attorneys' fees) incurred in connection with claims, demands, suits, or proceedings made or brought against Pierry by a third party alleging that any Partner Content, Partner's use of deliverables, or Partner's violation of these Terms and Conditions infringes, misappropriates or violates any intellectual property rights of, or has otherwise harmed or violated applicable law with respect to, a third party. Parties understand and agree that under no event will Pierry's approval or use of Partner Content limit Pierry's right to indemnification. This provision will survive the termination or expiry of these Terms and Conditions, Partners' Agreement with Salesforce,.

**USE OF DELIVERABLES:** In addition to the usage requirements set forth in the applicable Salesforce Partner Program Policies, Partner agrees that Partner may not use any deliverables provided to Partner under this Agreement: (a) in any advertising or marketing campaigns directed at recipients in the tobacco, firearm, or cannabis industries; (b) in connection with a subject matter that would be unflattering, offensive, or controversial to a reasonable person; (c) in a way that suggests Salesforce or Pierry is the sender, caller, or poster of the deliverable, as applicable; (d) in a way that suggests an endorsement by Salesforce or Pierry of Partner's products, services, or events; or (e) in a way that violates applicable law.

**MISCELLANEOUS:** This Agreement shall be governed exclusively by the internal laws of the State of California, without regard to its conflicts of laws rules or the United Nations Convention on the International Sale of Goods. Each Party hereby consents to the exclusive jurisdiction of the state and federal courts located in San Francisco County, California to adjudicate any dispute arising out of or relating to this Agreement.

**NO ENDORSEMENT, PARTNERSHIP OR AGENCY:** Partner's participation in DMS and use of this website do not constitute an endorsement or recommendation by Salesforce or Pierry. Nothing in these Terms and Conditions is intended to, or shall be deemed to, establish any partnership or joint venture between either of the Parties, constitute any Party the agent of the other Party, nor authorize either Party to make or enter into any commitments for or on behalf of the other Party.