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**UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION**

Washington, D.C. 20549

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**FORM 8-K**

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**CURRENT REPORT  
Pursuant to Section 13 or 15(d)  
of the Securities Exchange Act of 1934**

**July 21, 2021  
Date of Report (date of earliest event reported)**

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**salesforce.com, inc.**  
(Exact name of Registrant as specified in its charter)

**Delaware**  
(State or other jurisdiction  
of incorporation)

**001-32224**  
(Commission  
File Number)

**94-3320693**  
(IRS Employer  
Identification No.)

**Salesforce Tower  
415 Mission Street, 3rd Fl  
San Francisco, CA 94105**  
(Address of principal executive offices)

**Registrant's telephone number, including area code: (415) 901-7000**

**N/A**  
(Former name or former address, if changed since last report)

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Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (see General Instruction A.2. below):

- ☐ Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- ☐ Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- ☐ Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- ☐ Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Securities registered pursuant to Section 12(b) of the Exchange Act:

| Title of each class                       | Trading<br>Symbol(s) | Name of each exchange<br>on which registered |
|---|----------------------|--|
| Common Stock, par value \$0.001 per share | CRM                  | New York Stock Exchange, Inc.                |

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging growth company ☐

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act. ☐

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**Item 1.01. Entry into a Material Definitive Agreement.**

The information provided in Item 2.03 below is incorporated by reference herein.

**Item 2.01. Completion of Acquisition or Disposition of Assets.**

On July 21, 2021 (the “Closing Date”) the Company completed the acquisition of Slack Technologies, Inc. (“Slack”), pursuant to that certain Agreement and Plan of Merger, dated as of December 1, 2020 (the “Merger Agreement”), by and among salesforce.com, inc. (the “Company”), Skyline Strategies I Inc., a Delaware corporation and wholly owned subsidiary of the Company (“Merger Sub I”), Skyline Strategies II LLC, a Delaware limited liability company and wholly owned subsidiary of the Company (“Merger Sub II”), and Slack. On the Closing Date, pursuant to the Merger Agreement, and upon the terms and subject to the conditions therein, Merger Sub I merged with and into Slack (the “First Merger”), with Slack surviving the First Merger and continuing as a wholly owned subsidiary of the Company. Immediately following the First Merger, Slack merged (such second merger together with the First Merger, the “Mergers”) with and into Merger Sub II, with Merger Sub II continuing as a wholly owned subsidiary of the Company. At the effective time of the Second Merger, Merger Sub II was renamed Slack Technologies, LLC.

Pursuant to the Merger Agreement, at the effective time of the First Merger (the “First Effective Time”), each share of Class A common stock, par value 0.0001 per share, of Slack and each share of Slack Class B common stock, par value 0.0001 per share, of Slack (collectively, the “Slack Shares”) issued and outstanding immediately prior to the First Effective Time (other than Slack Shares owned directly or indirectly by the Company, Slack or any of their respective subsidiaries immediately prior to the First Effective Time or Slack Shares covered by Slack restricted share awards) was automatically converted into the right to receive 0.0776 shares of common stock, par value 0.001, of the Company (the “Company Shares”) and \$26.79 in cash, without interest and subject to applicable withholding taxes (the “Merger Consideration”).

The foregoing descriptions of the Mergers and the Merger Agreement in this Item 2.01 do not purport to be complete and are qualified in their entirety by reference to the Merger Agreement, a copy of which was filed as Exhibit 2.1 to Salesforce’s Current Report on Form 8-K, filed with the Securities and Exchange Commission on December 1, 2020, and is incorporated herein by reference.

**Item 2.03. Creation of a Direct Financial Obligation or an Obligation under an Off-Balance Sheet Arrangement of a Registrant.**

In connection with the completion of the Mergers, on the Closing Date, the Company, Slack, Merger Sub II and U.S. Bank National Association, as trustee (the “Trustee”) entered into that certain Second Supplemental Indenture (the “Second Supplemental Indenture”) to the Indenture, dated as of April 9, 2020 (the “Base Indenture”) and, together with that certain First Supplemental Indenture, dated as of February 10, 2021 (the “First Supplemental Indenture”), and the Second Supplemental Indenture, the “Indenture”), by and between Slack and the Trustee, relating to Slack’s \$862.5 million in aggregate principal amount of 3.25% Convertible Senior Notes due 2025 (the “Convertible Notes”), pursuant to which Merger Sub II assumed Slack’s rights and obligations with respect to the Convertible Notes.

As a result of the Mergers, and pursuant to the Second Supplemental Indenture, the Convertible Notes are no longer convertible into Slack Shares. Instead, subject to the terms and conditions of the Indenture, the Convertible Notes will be convertible into cash and Company Shares in proportion to the Merger Consideration payable pursuant to the Merger Agreement, pursuant to the “Reference Property” provisions in the Indenture. This Current Report on Form 8-K does not constitute an offer or solicitation with respect to any securities.

The foregoing descriptions of the Base Indenture, the First Supplemental Indenture and the Second Supplemental Indenture do not purport to be complete and are qualified in their entirety by reference to the Base Indenture, the First Supplemental Indenture and the Second Supplemental Indenture, copies of which are attached as Exhibits 4.1, 4.2 and 4.3 hereto, respectively, and incorporated by reference herein.

**Item 7.01. Regulation FD Disclosure.**

On July 21, 2021, the Company issued a press release announcing the closing of the Mergers, a copy of which is attached as Exhibit 99.1 and is incorporated in this Item 7.01 by reference.

The information in this Item 7.01 is furnished and shall not be deemed “filed” for purposes of Section 18 of the Securities Exchange Act of 1934, as amended (the “Exchange Act”), or otherwise subject to the liabilities of that Section. Such information shall not be deemed incorporated by reference into any filing under the Securities Act of 1933, as amended, or the Exchange Act, except as shall be expressly set forth by specific reference in such filing.

## Item 9.01 Financial Statements and Exhibits

### (d) Exhibits

| <b>Exhibit<br/>Number</b> | <b>Description</b>   |
|---------------------------|--|
| 2.1                       | <a href="#"><u>Agreement and Plan of Merger, dated as of December 1, 2020, by and among Slack Technologies, Inc., salesforce.com, inc., Skyline Strategies I Inc. and Skyline Strategies II LLC (incorporated by reference to Exhibit 2.1 to Salesforce’s Current Report on Form 8-K filed on December 1, 2020)*</u></a> |
| 4.1                       | <a href="#"><u>Indenture, dated April 9, 2020, between Slack Technologies, Inc. and U.S. Bank National Association, as trustee (incorporated by reference to Exhibit 4.1 to Slack Technologies, Inc.’s Form 8-K filed on April 9, 2020)</u></a>  |
| 4.2                       | <a href="#"><u>First Supplemental Indenture, dated as of February 10, 2021, between Slack Technologies, Inc. and U.S. Bank National Association, as trustee (incorporated by reference to Exhibit 4.1 to Slack Technologies, Inc.’s Form 8-K filed on February 11, 2021)</u></a>   |
| 4.3                       | <a href="#"><u>Second Supplemental Indenture, dated July 21, 2021, among Slack Technologies, Inc., Salesforce.com, Inc., Skyline Strategies II LLC and U.S. Bank National Association, as trustee</u></a>  |
| 99.1                      | <a href="#"><u>Press Release, dated July 21, 2021</u></a>  |
| 104                       | The cover page of this Current Report on Form 8-K, formatted in inline XBRL (included as Exhibit 101)  |

\* Certain exhibits and schedules have been omitted pursuant to Item 601(b)(2) of Regulation S-K, and Slack agrees to furnish supplementally to the SEC a copy of any omitted exhibits or schedules upon request; provided that the Company may request confidential treatment pursuant to Rule 24b-2 of the Exchange Act.

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**SIGNATURE**

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

**salesforce.com, inc.**

Date: July 21, 2021

By: /s/ Amy Weaver

Amy Weaver

President and Chief Financial Officer

## SECOND SUPPLEMENTAL INDENTURE

**SECOND SUPPLEMENTAL INDENTURE** dated as of July 21, 2021 (this “**Second Supplemental Indenture**”), among SLACK TECHNOLOGIES, INC., a Delaware corporation (the “**Company**”), SALESFORCE.COM, INC., a Delaware corporation (“**Parent**”), SKYLINE STRATEGIES II LLC (to be renamed as SLACK TECHNOLOGIES, LLC) (the “**Successor**”), a Delaware limited liability company and a wholly owned subsidiary of Parent, and U.S. BANK NATIONAL ASSOCIATION, as trustee under the Indenture referred to below (the “**Trustee**”).

### W I T N E S S E T H:

WHEREAS, the Company and the Trustee are parties to an Indenture, dated as of April 9, 2020 (the “**Original Indenture**”), pursuant to which the Company issued its 0.50% Convertible Senior Notes due 2025 (the “**Notes**”);

WHEREAS, the Company and the Trustee are parties to the First Supplemental Indenture, dated as of February 10, 2021 (the “**First Supplemental Indenture**”), which, subject to certain conditions set forth therein, amended the Original Indenture to remove the requirement that the successor in any merger of the Company with or into another person be a corporation and to make certain other conforming changes (the Original Indenture, as so amended, the “**Indenture**” and the Indenture as amended by this Second Supplemental Indenture, the “**Supplemented Indenture**”);

WHEREAS, the Company entered into Agreement and Plan of Merger, dated as of December 1, 2020 (as it may be amended from time to time, the “**Merger Agreement**”), by and among the Company, Parent, Skyline Strategies I Inc., a Delaware corporation and a wholly owned subsidiary of Parent (“**Merger Sub I**”) and the Successor;

WHEREAS, pursuant to the Merger Agreement and subject to the terms and conditions therein, Merger Sub I merged with and into the Company (the “**First Merger**”), with the Company surviving such merger as a wholly owned subsidiary of Parent (the “**Surviving Corporation**”), and immediately thereafter, the Surviving Corporation merged with and into the Successor, with the Successor surviving such merger as a wholly owned subsidiary of Parent (the “**Second Merger**” and together with the First Merger, the “**Mergers**”);

WHEREAS, upon completion of the First Merger and immediately prior to the Second Merger, the conditions to effectiveness of the amendments to the Original Indenture set forth in the First Supplemental Indenture were satisfied, and such amendments became operative.

WHEREAS, pursuant to the Merger Agreement and subject to the terms and conditions therein, (A) at the effective time of the First Merger, each share of Class A common stock, par value \$0.0001 per share, of the Company (“**Class A Common Stock**”) and each share of Class B common stock, par value \$0.0001 per share, of the Company (“**Class B Common Stock**”; the “**Company Common Stock**” shall mean the Class A Common Stock and Class B Common Stock, either collectively or individually as the context may require) issued and outstanding immediately prior to the effective time of the First Merger (other than (i) shares of Company Common Stock owned by stockholders that have properly perfected their rights of appraisal within the meaning of Section 262 of the General Corporation Law of the State of Delaware, (ii) shares of Company Common Stock owned or held in treasury by the Company, or owned by Parent, any direct or indirect wholly owned subsidiaries of Parent or of the Company and (iii) shares of Company Common Stock granted under any Company equity plan) was converted into (a) 0.0776 fully paid and nonassessable shares of common stock, par value \$0.001 per share, of Parent (“**Parent Common Stock**”, and such Parent Common Stock received, the “**Stock Consideration**”) and (b) the right to

receive \$26.79 in cash, without interest (the “**Cash Consideration**” and, together with the Stock Consideration, a “**Parent Reference Property Unit**”) and (B) at the effective time of the Second Merger (the “**Effective Time**”), by virtue of the Second Merger and without any action on the part of the holder thereof, each share of common stock, par value \$0.0001 per share, of the Surviving Corporation, issued and outstanding immediately prior to the Effective Time was cancelled and retired and ceased to exist;

WHEREAS, the First Merger and/or Second Merger, as applicable, constitute a Common Stock Change Event, Fundamental Change and Make-Whole Fundamental Change;

WHEREAS, Section 14.07(a) of the Indenture provides that (i) upon the occurrence of any Common Stock Change Event, the consideration due upon conversion of any Note, and the conditions to any such conversion, will be determined in the same manner as if each reference to any number of shares of Company Common Stock in the provisions described in Section 14.02 of the Indenture (or in any related definitions) were instead a reference to the same number of Parent Reference Property Units, and (ii) in certain circumstances, a supplemental indenture pursuant to Section 14.07(a) shall be executed by an entity whose securities compose the Reference Property and shall contain such additional provisions to protect the interests of the Holders as the Company shall in good faith reasonably consider necessary in accordance with the Indenture;

WHEREAS, Section 11.01(a) of the Indenture provides that a Successor Company (if not the Company) shall expressly assume, by supplemental indenture, all of the obligations of the Company under the Notes and the Indenture;

WHEREAS, pursuant to Section 10.01 of the Indenture, the Company and the Trustee may enter into indentures supplemental to the Indenture, among other things, (i) in connection with a Common Stock Change Event pursuant to, and in accordance with, the provisions described in Section 14.07 of the Indenture, or (ii) to provide for the assumption by a Successor Company of the obligations of the Company under the Indenture pursuant to Article 11 thereunder;

WHEREAS, in connection with the execution and delivery of this Second Supplemental Indenture, the Trustee has received an Officer’s Certificate and an Opinion of Counsel as contemplated by Sections 10.05, 14.07(b) and 17.05 of the Indenture;

WHEREAS, the Company and the Successor have requested and hereby request that the Trustee execute and deliver this Second Supplemental Indenture and have satisfied all requirements necessary to make this Second Supplemental Indenture a valid and binding instrument, enforceable against each of the Company and the Successor in accordance with its terms.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt of which is hereby acknowledged, the Company, Parent, the Successor and the Trustee mutually covenant and agree for the equal and ratable benefit of the Holders as follows:

## ARTICLE I DEFINITIONS

Section 1.01 Definitions in this Second Supplemental Indenture. A term defined in the Indenture has the same meaning when used in this Second Supplemental Indenture unless such term is otherwise defined herein or amended or supplemented pursuant to this Second Supplemental Indenture. The words “herein,” “hereof,” “hereunder,” and words of similar import refer to this Second Supplemental Indenture as a whole and not to any particular Article, Section or other subdivision.

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## ARTICLE II

### EFFECT OF MERGER ON CONVERSION RIGHT

Section 2.01 Parent to Provide Parent Common Stock. Parent hereby irrevocably and unconditionally agrees to be bound by the terms of the Supplemented Indenture applicable to it and to issue shares of Parent Common Stock as necessary to satisfy the Successor's obligations with respect to any Notes validly surrendered for conversion pursuant to Article 14 of the Supplemented Indenture.

#### Section 2.02 Conversion Right.

(a) The Company and the Successor expressly agree that, in accordance with Section 14.07 of the Indenture, at and after the Effective Time, the Holder of each Note that was outstanding as of the Effective Time shall have the right to convert each \$1,000 principal amount of such Note into a number of Parent Reference Property Units equal to the Conversion Rate.

(b) The provisions of the Indenture, as modified herein, including without limitation, all references and provisions with respect to the terms "Common Stock," "Conversion Obligation," "Conversion Price," "Conversion Rate," "Daily Conversion Value," "Daily VWAP," "Ex-Dividend Date," "Last Reported Sale Price," "Market Disruption Event," "Observation Period," "Settlement Amount," and "Trading Day" shall continue to apply, *mutatis mutandis*, to the Holders' right to convert their Notes into Parent Reference Property Units. The Conversion Rate shall be adjusted as a result of events occurring subsequent to the date hereof with respect to the Parent Reference Property Units as nearly equivalent as may be practicable to the adjustments of the Conversion Rate provided for in Article 14 of the Indenture.

## ARTICLE III

### SUCCESSOR AS SUCCESSOR COMPANY

Section 3.01 Assumption of Obligations. Pursuant to Section 11.01(a) of the Indenture, immediately upon the occurrence of the Effective Time on the date hereof, the Successor hereby irrevocably and unconditionally assumes all of the obligations of the Company under the Notes and the Indenture, including the due and punctual payment of the principal of and accrued and unpaid interest on all of the Notes, the due and punctual delivery or payment, as the case may be, of any consideration due upon conversion of the Notes and the due and punctual performance of all of the covenants and conditions of the Indenture to be performed by the Company, with the same effect as if the Successor had been named therein as the party of the first part, and may hereafter exercise every right and power of the Company under the Indenture.

## ARTICLE IV

### MISCELLANEOUS

Section 4.01 Effect of Supplemental Indenture. This Second Supplemental Indenture is a supplemental indenture within the meaning of the Indenture. The provisions of this Second Supplemental Indenture are intended with respect to the Notes to supplement those of the Indenture as in effect immediately prior to the execution and delivery hereof. The Indenture shall remain in full force and effect except to the extent that the provisions of the Indenture are expressly modified by the terms of this Second Supplemental Indenture with respect to the Notes. The Indenture, as supplemented and amended by this Second Supplemental Indenture, is in all respects ratified, confirmed and approved and the Indenture, as supplemented and amended by this Second Supplemental Indenture, shall be read, taken and construed as one and the same instrument. In the event of a conflict or inconsistency between the Indenture and this Second Supplemental Indenture, the provisions of this Second Supplemental Indenture shall control.

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Section 4.02 Governing Law. THIS SECOND SUPPLEMENTAL INDENTURE, AND ANY CLAIM, CONTROVERSY OR DISPUTE ARISING UNDER OR RELATED TO THIS SECOND SUPPLEMENTAL INDENTURE, SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

Section 4.03 Counterpart Originals. This Second Supplemental Indenture may be executed in any number of counterparts, each of which shall be an original, but such counterparts shall together constitute but one and the same instrument. The exchange of copies of this Second Supplemental Indenture and of signature pages by facsimile, PDF or other electronic transmission shall constitute effective execution and delivery of this Second Supplemental Indenture as to the parties hereto and may be used in lieu of the original Second Supplemental Indenture for all purposes. Signatures of the parties hereto transmitted by facsimile, PDF or other electronic transmission (e.g., [www.docusign.com](http://www.docusign.com)) shall constitute effective execution and delivery of this Second Supplemental Indenture as to the other parties hereto shall be deemed to be their original signatures for all purposes.

The words “execution,” “signed,” “signature,” and words of like import in this Second Supplemental Indenture shall be deemed to include electronic signatures or electronic records, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act.

Section 4.04 Headings. The headings of the Articles and Sections of this Second Supplemental Indenture have been inserted for convenience of reference only, are not intended to be considered a part hereof and shall not modify or restrict any of the terms or provisions hereof.

Section 4.05 Severability. In case any provision in this Second Supplemental Indenture shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby and such provision shall be ineffective only to the extent of such invalidity, illegality or unenforceability.

Section 4.06 Trustee Not Responsible for Recitals. The recitals and statements herein contained are made solely by the Company and the Successor and not by the Trustee, and the Trustee assumes no responsibility for the correctness thereof. The Trustee makes no representation as to the validity, adequacy or sufficiency of this Second Supplemental Indenture. All of the provisions contained in the Indenture in respect of the rights, privileges, protections, benefits, immunities, powers, and duties of the Trustee shall be applicable in respect of this Second Supplemental Indenture as fully and with like force and effect as though set forth in full herein.

Section 4.07 Effectiveness. This Second Supplemental Indenture shall become effective and binding on the Company, the Successor, the Trustee and every Holder of the Notes heretofore or hereafter authenticated and delivered under the Indenture upon the execution and delivery by the parties hereto of this Second Supplemental Indenture.

*[Signature Pages Follows]*



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IN WITNESS WHEREOF, the parties have caused this Second Supplemental Indenture to be duly executed as of the date first written above.

**SLACK TECHNOLOGIES, INC.**

By: /s/ Allen Shim  
Name: Allen Shim  
Title: Chief Financial Officer

**SALESFORCE.COM, INC.**

By: /s/ Amy Weaver  
Name: Amy Weaver  
Title: President and Chief Financial Officer

**SKYLINE STRATEGIES II LLC**

By: /s/ Sarah Dods  
Name: Sarah Dods  
Title: President and Secretary

**U.S. BANK NATIONAL ASSOCIATION**, as Trustee

By: /s/ Brandon Bonfig  
Name: Brandon Bonfig  
Title: Assistant Vice President

*[Signature Page to the Second Supplemental Indenture]*

**Contacts:**

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**Salesforce Completes Acquisition of Slack**

*Together, Salesforce and Slack are creating the digital HQ for success from anywhere*

**SAN FRANCISCO, July 21, 2021**—Salesforce (NYSE: CRM), the global leader in CRM, today announced it has completed its acquisition of Slack Technologies, Inc.

“We couldn’t be more excited to have Slack as part of the Salesforce family, combining the #1 CRM and the trailblazing digital platform for the work anywhere world,” said Marc Benioff, Chair and CEO of Salesforce. “Together we’ll define the future of enterprise software, creating the digital HQ that enables every organization to deliver customer and employee success from anywhere.”

“We’ve learned over the past year that the workplace isn’t snapping back to the way it was,” said Bret Taylor, President and Chief Operating Officer of Salesforce. “Together, Slack and Salesforce Customer 360 will give every company in the world a single source of truth for their business and a single platform for connecting employees, customers, and partners with each other and the apps they use every day.”

“We have a once-in-a-generation opportunity to rethink and reshape how and where we work,” said Stewart Butterfield, Slack CEO and Co-Founder. “Salesforce and Slack are uniquely positioned to lead this historic shift to a digital-first world. I could not be more excited for what’s to come.”

“We are obsessed with continually delighting our clients, and offering them the best experience and value across every interaction,” said Arvind Krishna, Chairman and CEO of IBM. “Salesforce and Slack coming together will help us become more connected, more productive, and more innovative so we can better serve our clients.”

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## Acquisition to Create the Digital HQ for Success from Anywhere

Companies around the world have learned one thing over the past year—if you don't have a digital way to connect with your employees, customers, and partners, you don't have much of a chance of surviving.

Headquarters are no longer on Madison Avenue or Main Street—they are in the cloud. Every business—in every industry—has to optimize for a digital-first customer, employee, and partner experience.

This is a once-in-a-generation opportunity to rethink and reshape everything about how and where we work. That's exactly what the combination of Salesforce and Slack is all about—creating the business operating system for the new world of work.

With the world's #1 CRM, companies can sell, service, market, conduct commerce, and more from anywhere. Slack has transformed the way we work with its trailblazing digital platform for business communication, which is used by millions of people around the world and enables entire organizations to work far more efficiently and effortlessly.

Together, Salesforce and Slack will deliver the Slack-first Customer 360 that gives companies a single source of truth for their business, and a single platform for connecting employees, customers, and partners with each other and the apps they use every day, all within their existing workflows.

The combination of Salesforce and Slack also brings together two of the software industry's most dynamic communities, creating an open and extensive ecosystem that will deliver the next generation of digital-first apps and workflows for business.

“Salesforce will create a modern workspace that enables collaboration, communities, communications, CRM functionality, customer experience, and AI in an ecosystem that will welcome other integrations to extend enterprise functionality,” said **Wayne Kurtzman, IDC Research Director for Social, Communities, and Collaboration.**

Salesforce and Slack are already making a huge difference. IBM's 380,000 employees are working together in Slack, with numerous workflows across Salesforce Sales Cloud and Service Cloud powering customer success across locations and time zones.

As part of Salesforce, Slack will be positioned to accelerate and extend its mission to make work life simpler, more pleasant, and more productive. Slack will continue to operate under the Slack brand, driving forward a continued focus on its mission, customers, and community. Slack will continue to be led by CEO and Co-Founder Stewart Butterfield.

On Tuesday, August 17, 10:00 a.m. PT/1:00 p.m. ET/6:00 p.m. BST, Salesforce President and COO Bret Taylor and Slack CEO and Co-Founder Stewart Butterfield will host an event to share more about how the two companies are creating a powerful platform for the digital-first, work anywhere world. You can tune into the event [here](#).

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## About Salesforce

Salesforce, the global CRM leader, empowers companies of every size and industry to digitally transform and create a 360° view of their customers. For more information about Salesforce (NYSE: CRM), visit: [www.salesforce.com](http://www.salesforce.com).

This communication contains forward-looking information related to Salesforce, Slack and the acquisition of Slack by Salesforce that involves substantial risks and uncertainties that could cause actual results to differ materially from those expressed or implied by such statements. Forward-looking statements relate to, among other things, future events and anticipated results of operations, business strategies, the anticipated benefits of the transaction, the anticipated impact of the transaction on the combined company's business and financial and operating results, the expected amount and timing of synergies from the transaction, and other aspects of Salesforce's operations or operating results. Risks and uncertainties include, but are not limited to: the impact of public health crises, such as pandemics (including coronavirus (COVID-19)) and epidemics and any related company or government policies and actions to protect the health and safety of individuals or government policies or actions to maintain the functioning of national or global economies and markets; the effect of the transaction on the ability of Salesforce or Slack to retain and hire key personnel and maintain relationships with customers, suppliers and others with whom Salesforce or Slack do business, or on Salesforce's or Slack's operating results and business generally; Salesforce's ability to successfully integrate Slack's operations and realize expected synergies; the impact of, and actions Salesforce may take in response to, the COVID-19 pandemic, related public health measures and resulting economic downturn and market volatility; Salesforce's ability to maintain security levels and service performance meeting the expectations of its customers, and the resources and costs required to avoid unanticipated downtime and prevent, detect and remediate performance degradation and security breaches; the expenses associated with Salesforce's data centers and third-party infrastructure providers; Salesforce's ability to secure additional data center capacity; Salesforce's reliance on third-party hardware, software and platform providers; the effect of evolving domestic and foreign government regulations, including those related to the provision of services on the Internet, those related to accessing the Internet, and those addressing data privacy, cross-border data transfers and import and export controls; current and potential litigation involving Salesforce or its industry, including litigation involving acquired entities, and the resolution or settlement thereof; regulatory developments and regulatory investigations involving Salesforce or affecting its industry; Salesforce's ability to successfully introduce new services and product features, including any efforts to expand its services; the success of Salesforce's strategy of acquiring or making investments in complementary businesses, joint ventures, services, technologies and intellectual property rights; Salesforce's ability to complete, on a timely basis or at all, announced transactions; Salesforce's ability to realize the benefits from acquisitions, strategic partnerships, joint ventures and investments; Salesforce's ability to successfully integrate acquired businesses and technologies; Salesforce's ability to compete in the market in which it participates; the success of Salesforce's business strategy and its plan to build its business, including its strategy to be a leading provider of enterprise cloud computing applications and platforms; Salesforce's ability to execute its business plans; Salesforce's ability to continue to grow unearned revenue and remaining performance obligation; the pace of change and innovation in enterprise cloud computing services; the seasonal nature of Salesforce's sales cycles; Salesforce's ability to limit customer attrition and costs related to those efforts; the success of Salesforce's international expansion strategy; the demands on Salesforce's personnel and infrastructure resulting from significant growth in its customer base and operations, including as a result of acquisitions; Salesforce's ability to preserve its workplace culture, including as a result of its decisions regarding its current and future office

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environments or work-from-home policies; Salesforce's dependency on the development and maintenance of the infrastructure of the Internet; Salesforce's real estate and office facilities strategy and related costs and uncertainties; fluctuations in, and its ability to predict, its operating results and cash flows; the variability in Salesforce's results arising from the accounting for term license revenue products; the performance and fair value of Salesforce's investments in complementary businesses through its strategic investment portfolio; the impact of future gains or losses from Salesforce's strategic investment portfolio, including gains or losses from overall market conditions that may affect the publicly traded companies within its strategic investment portfolio; Salesforce's ability to protect its intellectual property rights; Salesforce's ability to develop its brands; the impact of foreign currency exchange rate and interest rate fluctuations on its results; the valuation of its deferred tax assets and the release of related valuation allowances; the potential availability of additional tax assets in the future; the impact of new accounting pronouncements and tax laws; uncertainties affecting Salesforce's ability to estimate its tax rate; uncertainties regarding Salesforce's tax obligations in connection with potential jurisdictional transfers of intellectual property, including the tax rate, the timing of the transfer and the value of such transferred intellectual property; uncertainties regarding the effect of general economic and market conditions; the impact of geopolitical events; uncertainties regarding the impact of expensing stock options and other equity awards; the sufficiency of Salesforce's capital resources; Salesforce's ability to comply with its debt covenants and lease obligations; and the impact of climate change, natural disasters and actual or threatened public health emergencies, including the ongoing COVID-19 pandemic.

Further information on these and other risks and uncertainties relating to Salesforce can be found in its reports filed on Forms 10-K, 10-Q and 8-K and in other filings Salesforce makes with the Securities and Exchange Commission from time to time and available at [www.sec.gov](http://www.sec.gov). These documents are also available under the Financials heading of the Investor Relations section of Salesforce's website at [www.salesforce.com/investor](http://www.salesforce.com/investor). The forward-looking statements included in this communication are made only as of the date hereof. Salesforce undertakes no obligation to update any forward-looking statements to reflect subsequent events or circumstances, except as required by law.

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