

## SALESFORCE PARTNER PROGRAM AGREEMENT

(SPPA Version Date: March 11, 2024)

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 Relative** means the Government Personnel's spouse, domestic partner, parents, siblings or children.

**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 Main Services 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](http://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 Entity** means any national, state, provincial, municipal, or local governmental organization, including any department, agency, ministry, instrumentality, or branch of such organizations, as well as public international organizations like the International Monetary Fund, the United Nations, and the World Bank.

**Government-owned Entity** means organizations owned or controlled by a Government Entity. Examples include:

- Companies that are owned (30% ownership or more), controlled, or funded by a Government Entity; or
- Companies that perform government functions on behalf of government (also known as "State-Owned Enterprises" or "SOEs"), such as a public university, public hospital, state-owned oil company, bank, airline, utility, energy, water, customs, or sovereign wealth fund; or
- Companies owned or controlled by a royal family or, if outside of the U.S., a political party.

**Government Personnel** means employees at any level of government (e.g., national, regional, or local), political appointees, elected officials, candidates for political office, members of a royal family, and employees of a Government Entity (including public international organizations like the IMF, UN, or World Bank) or a Government-owned Entity.

**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

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certain additional Program Benefits, including any addenda to such ordering documents; Order Forms submitted by Partner shall be deemed incorporated herein by reference;

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 an individual who is authorized by Partner to use the Services or Partner Services (including Partner Community) that SFDC makes available to Partner, and to whom Partner (or, when applicable, SFDC at Partner's request) has supplied a user identification and password (for Services or Partner Services utilizing authentication). Partner Users may include, for example, employees, consultants, contractors and agents of Partner, and third parties with which Partner transacts business.

**"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 as found at <http://www.salesforce.com/company/legal/agreements/> as may be updated from time to time.

**"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.

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

**"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.** Partner Affiliates may hold themselves out as Partners of SFDC solely as expressly permitted pursuant to the Program Policies for such Partner Program, and only for the purposes of such Partner Program, subject to Partner's obligations with respect to the disclosure of third parties in the Disclosure of Third Parties section of the Program Policies. Unless otherwise agreed by the Parties in writing, Partner is responsible for ensuring any Partner Affiliate holding itself out as a Partner of SFDC complies with the terms of this SPPA and first completes SFDC's compliance and due diligence forms and receives SFDC's written approval of such forms (before holding itself out as a Partner of SFDC), available upon request by logging a case in the Partner Community. Participation by Partner Affiliates in this manner may be denied or revoked at any time by SFDC in SFDC's sole discretion. Alternatively, each Partner Affiliate that desires to be a member of the 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-Led Marketing Programs, Activities or Events.** Partner must accept the terms of the Salesforce Partner Marketing Reimbursement Agreement set forth at <http://p.force.com/spcma> before requesting reimbursement for Partner-led marketing programs, activities or events and before participating in Partner-led marketing programs, activities or events for which it will request reimbursement.

**1.6. Coordinated Partner-SFDC Co-Marketing Activities.** From time to time, SFDC and Partner may agree to engage in coordinated co-marketing activities wherein each of Partner and SFDC bear their own costs and Partner will not seek reimbursement from SFDC. The obligations of each party with respect to such co-marketing activities shall be set out in a co-marketing campaign participation form as provided by SFDC.

## 2. Compliance

### 2.1. Compliance with Laws.

**2.1.1. Compliance with Applicable Laws.** In connection with this Agreement, Partner shall comply, and shall ensure its employees, officers, directors, and any third parties performing activities on Partner's behalf comply, with all applicable laws and regulations, including, without limitation, anti-spam laws, trademark and copyright laws and ICANN policies and procedures governing domain names ("Applicable Laws") and shall not engage in any deceptive,

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misleading, illegal or unethical marketing activities, or activities that otherwise may be detrimental to SFDC, Customers, the Services, or to the public. 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.

**2.1.2. Compliance with Anti-Corruption Laws.** Without limiting Section 2.1.1 above, Partner, and all employees, officers, and directors, and any other third parties working for Partner or performing activities on Partner's behalf in connection with this Agreement, (1) will comply with the U.S. Foreign Corrupt Practices Act, the U.K. Bribery Act, and other applicable anti-corruption laws and regulations (collectively, the "Anti-Corruption Laws"); and (2) shall keep accurate books, accounts, and records. Such records shall include, without limitation, invoicing, payment and other financial records associated with each transaction, which Partner may be required to summarize and confirm in a monthly report. It is the intent of the Parties that no offers, promises, payments or transfers of anything of value shall be made in connection with this Agreement that have the purpose or effect of public, commercial or other bribery, or acceptance of or acquiescence in extortion, kickbacks, or other unlawful or improper means of obtaining business or any improper advantage.

**2.1.3. Consequences of Violation.** Partner hereby acknowledges and agrees, SFDC may terminate or suspend this Agreement immediately by written notice without any liability of SFDC to Partner: (1) upon any violation by Partner of this Section 2 or any Compliance sections of the Program Policies; or (2) due to circumstances causing SFDC to believe, in good faith, that Partner, or any of its owners, directors, employees, or third parties (including sub-contractors, sub-distributors, integrators, or other third parties), has engaged in illegal conduct or unethical business practices, including any potential violations of the Anti-Corruption Laws or export and economic sanctions laws and regulations. Termination or suspension by SFDC under this Section 2 or any Compliance sections of the Program Policies shall be in addition to, and not in lieu of, SFDC's other legal rights and remedies. If SFDC terminates or suspends the Agreement under this Section 2 or any Compliance sections of the Program Policies, SFDC may suspend or withhold any payments to Partner hereunder. SFDC will not be liable for any claims, losses, or damages arising from or related to the termination or suspension of this Agreement under this clause.

**2.2. Compliance with Global Trade Laws.** The Parties, Partner Services, Services, Content, and other technology SFDC makes available may be subject to export and economic sanctions laws and regulations of the United States, the European Union, the United Kingdom, and other jurisdictions. Partner is responsible for complying with all U.S. and other applicable export control and sanctions laws, any applicable import laws, regulations and requirements of the country of importation, and all other applicable laws, regulations and requirements which may apply to this Agreement and shall be liable for any violation of such laws, regulations and requirements. Each Party represents that as of the Effective Date neither the Party, nor its Affiliates, is: (a) currently identified on any sanctions or export control list maintained by the U.S., EU, or UK, government, including, but not limited to, the Specially Designated Nationals ("SDN") List maintained by the Department of the Treasury, Office of Foreign Assets Control ("OFAC") or the Denied Persons or Entity Lists maintained by the Department of Commerce, Bureau of Industry and Security ("BIS") (collectively "**Sanctioned Persons**"); nor (b) located, organized or ordinarily resident in a U.S.-embargoed country or territory (currently Cuba, Iran, North Korea, Syria and the Crimea, Luhansk and Donetsk regions or as may be updated from time to time at <https://www.salesforce.com/company/legal/compliance/> (each, an "**Embargoed Territory**"). Partner shall not, directly or indirectly (a) use or access Partner Services, sell Services into or from, access, or permit Partner Users to access or use any Services from, an Embargoed Territory; (b) engage in any transaction with, or allow access or use of any Partner Services or Services by, a Sanctioned Person, in connection with Partner's activities contemplated by this Agreement; (c) sell Services or Partner Services to or permit Partner User access to any end-user for any known end-use related to the proliferation of nuclear, chemical or biological weapons or missiles, or to any end-user or for any end-use prohibited under U.S., EU, UK or other applicable law; or (d) engage in any other activity or transaction pursuant to this Agreement that would be in violation of any U.S., EU, UK or other applicable export or economic sanctions law or regulation or other applicable trade law or regulation.

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### **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 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 and those of its Affiliates, 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®, SALES CLOUD®, SLACK®, TABLEAU®, MULESOFT®, or TRAILHEAD® 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 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 Partner Services.** Partner is responsible for all activities that occur in Partner User accounts, and for its and Partner Users' compliance with this Agreement. 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 Partner Services in any way; (ii) use the Partner Services or a Non-SFDC Application to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or

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transmit material in violation of third-party privacy rights, (iii) use the Partner Services or a 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 Partner Services; (v) create Internet “links” to the Services or Partner Services, or “frame” or “mirror” them; (vi) permit direct or indirect access to or use of any Services or Partner Services in a way that circumvents a contractual usage limit, or use any of the Partner Services to access or use any of our intellectual property except as permitted under this Agreement; (vii) interfere with or disrupt the integrity of performance of the Partner Services or the data contained therein; (viii) access 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 Partner Services; (x) share data or content from the Partner Services with SFDC competitors; (xi) attempt to gain unauthorized access to any Partner Services or Content or related systems or networks; (xii) copy Partner Services 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 Partner Services under this Agreement. Partner's or a Partner User's intentional violation of the foregoing, or any use of the Partner Services in breach of this Agreement 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 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. Restrictions on use of the 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 Main Services Agreement found at [https://www.salesforce.com/content/dam/web/en\\_us/www/documents/legal/Salesforce\\_MSA.pdf](https://www.salesforce.com/content/dam/web/en_us/www/documents/legal/Salesforce_MSA.pdf), unless Partner has a written main services agreement executed by SFDC for such Services as referenced in the Documentation, in which case such written Salesforce main services agreement will govern (as applicable, the “**MSA**”).

**5.3. 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*:

- 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 or the Artificial Intelligence Acceptable Use Policy, both found at <http://www.salesforce.com/company/legal/agreements/> as may be updated from time to time.

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## **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 Affiliates' services.

## **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) 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

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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. Notwithstanding the foregoing, if Partner for any reason accesses Partner Services or Partner Benefits, the terms of this Agreement will apply to Partner. If SFDC terminates for convenience under **Section 9.3** (Termination for Convenience) or Partner terminates for cause under **Section 9.2** (Termination for Cause), SFDC will refund the prorated portion of any pre-paid Program Fees covering the period following such termination, to the extent applicable. 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 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

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## SALESFORCE PARTNER PROGRAM AGREEMENT

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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.

## 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

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## SALESFORCE PARTNER PROGRAM AGREEMENT

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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 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 SFDC may modify or amend the Program Policies from time to time as permitted therein.

### **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:

#### **For Partners domiciled in North or South America**

#### **SALESFORCE PARTNER PROGRAM AGREEMENT**

If Partner is domiciled in:	The SFDC entity entering into this Agreement is:	Notices should be addressed to:	Governing law is:	Courts with exclusive jurisdiction are:
Any countries	Salesforce, Inc. (f/k/a 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.

### For Partners domiciled in Europe, the Middle East, or Africa

If Partner is domiciled in:	The SFDC entity entering into this Agreement is:	Notices should be addressed to:	Governing law is:	Courts with exclusive jurisdiction are:
Any country other than France, Germany, Italy, Spain, or the United Kingdom	SFDC Ireland Limited, a limited liability company incorporated in Ireland	Salesforce UK Limited, Floor 26 Salesforce Tower, 110 Bishopsgate, London, EC2N 4AY, United Kingdom, attn: VP Sales Operations, with a copy to attn.: Legal Department - Salesforce Tower, 60 R801, North Dock, Dublin, Ireland	England	London, England
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 UK Limited, Floor 26 Salesforce Tower, 110 Bishopsgate, London, EC2N 4AY, United Kingdom, attn: VP 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 UK Limited, Floor 26 Salesforce Tower, 110 Bishopsgate, London, EC2N 4AY, United Kingdom, attn: VP 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 UK Limited, Floor 26 Salesforce Tower, 110 Bishopsgate, London, EC2N 4AY, United Kingdom, attn: VP Sales Operations, with a copy to attn.: Legal Department	Italy	Milan, Italy
Spain	Salesforce Systems Spain, S.L., a limited	Salesforce UK Limited, Floor 26 Salesforce Tower, 110 Bishopsgate, London, EC2N 4AY, United	Spain	Madrid, Spain

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	liability company incorporated in Spain	Kingdom, attn: VP Sales Operations, with a copy to attn.: Legal Department - Paseo de la Castellana 79, Madrid, 28046, Spain		
United Kingdom	Salesforce UK Limited, a limited liability company incorporated in England	Salesforce UK Limited, Floor 26 Salesforce Tower, 110 Bishopsgate, London, EC2N 4AY, United Kingdom, attn: VP Sales Operations, with a copy to attn: Legal Department, Salesforce UK Limited , Floor 26 Salesforce Tower, 110 Bishopsgate, London, EC2N 4AY, United Kingdom	England	London, England

For Partners domiciled in Asia or the Pacific Region				
If Partner is domiciled in:	The SFDC entity entering into this Agreement is:	Notices should be addressed to:	Governing law is:	Courts with exclusive jurisdiction are:
Any country other than Australia, India, Japan, 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	Salesforce Tower, Level 39, 180 George St, Sydney NSW 2000, attn: Senior Director, Finance with a copy to attn: General Counsel	New South Wales, Australia	New South Wales, Australia
India	salesforce.com India Private Limited, a company incorporated under the provisions of the Companies Act, 1956 of India	salesforce.com India Private Limited Torrey Pines, 3rd Floor, Embassy Golflinks Software Business Park Bangalore Karnataka 560071, India	India	Bangalore, India
Japan	Salesforce Japan Co., Ltd. (f/k/a Kabushiki Kaisha Salesforce.com), a Japan corporation	1-1-3, Marunouchi, Chiyoda-ku, Tokyo 100-0005, Japan, attn: Senior Director, Japan Sales Operations, with a copy to attn: General Counsel	Japan	Tokyo, Japan

**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 (i) personal delivery, (ii) 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.

#### **SALESFORCE PARTNER PROGRAM AGREEMENT**

**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.

**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

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## **SALESFORCE PARTNER PROGRAM AGREEMENT**

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**

**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 here. 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.**

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#### **SALESFORCE PARTNER PROGRAM AGREEMENT**

**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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#### SALESFORCE PARTNER PROGRAM AGREEMENT

## 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.

**"Data Protection Laws and Regulations"** means all laws and regulations, including laws and regulations of the European Union (including the General Data Protection Regulation 2016/679), the European Economic Area and their member states, Switzerland and the United Kingdom, applicable to the Processing of Personal Data in connection with this Agreement.

**"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 interoperation of the Platform with Non-SFDC Applications, including Partner Applications.

**"Partner Application"** means any application and/or component that Partner (i) submits to SFDC for review and/or listing as an AppExchange Application under this Agreement or (ii) has listed on the AppExchange.

**"Personal Data"** means any information relating to (i) an identified or identifiable natural person and/or (ii) an identified or identifiable legal entity (where such information is protected similarly as personal data or personally identifiable information under applicable Data Protection Laws and Regulations).

**"Processing"** means any operation or set of operations which is performed upon Personal Data, whether or not by automatic means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.

#### **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, requirements, 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 and Partner Applications must abide by the AppExchange Program ISV Partner Requirements as described in the Program Policies. 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, for any reason at any time (as SFDC decides in its sole discretion), to

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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.

**B. 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.

**C. 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.

### **3. AppExchange Reviews.**

The AppExchange allows Partner to post reviews of AppExchange Applications and consulting services. Any review by Partner shall be made in good faith after reasonable evaluation of the full AppExchange Application or consulting services. If Partner posts a review of its Partner Application or consulting services, Partner shall self-identify and disclose the fact that it is reviewing its own AppExchange Application or consulting services. If Partner posts a review of a competitor's AppExchange Application or consulting services, Partner shall self-identify and disclose the fact that Partner publishes a competitive AppExchange Application. Furthermore, Partner shall not seek to incentivize (as part of a promotion or by providing compensation, discounts, or otherwise) a customer to submit a favorable review of an AppExchange Application or consulting services on the AppExchange. If Partner provides any incentive to a customer for a review of an AppExchange Application or consulting services on the AppExchange, Partner shall ensure that the fact of such compensation is clearly disclosed in each compensated review. All reviews of AppExchange Applications and consulting services must be provided in good faith based on the merits of the application and without improper influence from partners.

### **4. 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

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## **SALESFORCE PARTNER PROGRAM AGREEMENT**

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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.

## **5. 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.

## **6. 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:

THIS APPLICATION IS PROVIDED BY THE COPYRIGHT HOLDERS AND CONTRIBUTORS "AS IS" AND ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE DISCLAIMED. IN NO EVENT SHALL THE COPYRIGHT OWNER OR CONTRIBUTORS BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, CONSEQUENTIAL OR SIMILAR DAMAGES (INCLUDING, BUT NOT LIMITED TO, PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; LOSS OF USE, DATA, OR PROFITS; OR BUSINESS INTERRUPTION) HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, STRICT LIABILITY, OR TORT (INCLUDING NEGLIGENCE OR OTHERWISE) ARISING IN ANY WAY OUT OF THE USE OF THIS APPLICATION, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

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.