

EMPLOYEE INVENTIONS AND PROPRIETARY RIGHTS ASSIGNMENT AGREEMENT

As a condition of my employment with salesforce.com India Private Limited (“**Employer**”), and in consideration of my employment with Employer and my receipt of the compensation now and hereafter paid to me by Employer, I agree to the following provisions of this Employee Inventions and Proprietary Rights Assignment Agreement (this “**Agreement**”):

1. A. Code of Conduct

I understand and acknowledge that Salesforce, Inc. (“**Salesforce**”) has a Code of Conduct and that Salesforce or one of its subsidiaries, affiliates, successors or assigns (collectively “**Company**”) have other policies and guidelines applicable to employees (collectively, “**Company Policies**”). I agree to diligently adhere to all applicable Company Policies, including policies and guidelines regarding insider trading and conflicts of interest. I understand that Company Policies may be revised from time to time during my employment and that I will continue to adhere to all such Company Policies as they may be so revised. I understand that my violation of Company Policies may lead to disciplinary action, up to and including immediate termination and legal action by the Company.

1. B. No Conflicting Obligations.

I agree that during the term of my employment with Employer, I will not engage in or undertake any other employment, occupation, consulting relationship, or commitment that is directly related to the business in which the Company is now involved or becomes involved or has plans to become involved, nor will I engage in any other activities that conflict with my obligations to the Company without written approval from the Company’s legal department.

1. C. Existing Relationships.

I further represent and warrant that I have no other agreements, relationships, or commitments to any other person or entity that conflict with the provisions of this Agreement, my obligations to the Company under this Agreement, or my ability to become employed and perform the services for which I am being hired by Employer, except those that have been disclosed on an Outside Activities Form.

Pursuant to this Section 1.C. of this Agreement and the Company Policies, any outside business activities such as a family business, consulting or advisory relationships, applications available for download on app stores, or nonprofit activities, should be disclosed on an Outside Activities Form and are subject to approval.

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2. Confidentiality

2.A. Definition of Confidential Information.

I understand that “**Company Confidential Information**” means information that the Company has or will develop, acquire, create, compile, discover, license or own, and which is not publicly known, whether or not identified as Company Confidential Information. Company Confidential Information includes both information disclosed by the Company to me and information developed or learned by me during the course of my employment with Employer. Company Confidential Information also includes all information of which the unauthorized disclosure could be detrimental to the interests of the Company. By example, and without limitation, Company Confidential Information includes any and all non-public information that relates to the actual or anticipated business and/or products, services, research, or development activity of the Company, including, but not limited to, (i) research, product plans, software, source code, developments, inventions, discoveries, processes, formulas, technology, technical data, documentation, designs, drawings, hardware configuration information, trade secrets, and know-how, (ii) customer lists and customers (including, but not limited to, customers of the Company on which I call or with which I may become acquainted during the term of my employment), customer contracts (including, but not limited to, terminations and renewals), information regarding marketing and markets for the Company’s products or services, (iii) suppliers, licensors, licensees, partners, and collaborators, and (iv) finances, compensation plans, commission plans, pricing, and other financial information, all whether developed or learned by me, or disclosed by the Company to me either directly or indirectly in writing, orally or by documents, computer programming code, drawings or inspection of premises, equipment, or other Company property. Notwithstanding the foregoing, Company Confidential Information shall not include any such information which I can establish (i) was publicly known or made generally available prior to the time of disclosure by the Company to me; (ii) becomes publicly known or made generally available after disclosure by the Company to me through no wrongful action or omission by me; or (iii) is in my rightful possession, without confidentiality obligations, at the time of disclosure by the Company as shown by my then-contemporaneous written records; provided that the foregoing exclusions do not apply to Former Employer Confidential Information, Third Party Confidential Information or Customer Data (all as defined in Section 2.C and Section 2.D below).

2. B. Nonuse and Nondisclosure.

I agree that at all times during my employment by Employer and following termination for any reason in perpetuity, I will hold in the strictest confidence, and take all reasonable precautions to prevent any unauthorized use or disclosure of Company Confidential Information, and I will not (i) use the Company Confidential Information for any purpose whatsoever other than for the benefit of the Company, or (ii) disclose the Company Confidential Information to any third party, including, without limitation, the press or analysts, without the prior written authorization of the Company in accordance with Company Policies. Prior to disclosure if compelled by applicable law, I shall provide prior written notice to the

General Counsel of Salesforce or his or her designee. I understand that my unauthorized use or disclosure of Company Confidential Information during my employment may lead to disciplinary action, up to and including immediate termination and legal action against me by Employer.

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Former Employer Confidential Information.

I agree that during my employment with Employer, I will not improperly use, disclose, or induce the Company to use any proprietary information or materials (including, without limitation, computer programming code and documents), confidential information, or trade secrets of any former employer ("Former Employer") or other person or entity with which I have an obligation to keep in confidence ("**Former Employer Confidential Information**"). I further agree that I will not bring onto the Company's premises or transfer onto the Company's technology systems any proprietary materials, confidential information, or trade secrets belonging to any Former Employer or third party unless disclosure to, and use by, the Company has been consented to in writing by the Company and the Former Employer or such third party. I further agree that if I have signed a confidentiality agreement or similar type of agreement with any Former Employer or other entity, I will comply with the terms of any such agreement to the extent that its terms are lawful under applicable law. I represent and warrant that after undertaking a careful search (including searches of my computers, cell phones, electronic devices, and documents), I have returned all property and confidential information belonging to all Former Employer (and any other third parties I have performed services for, in accordance with the terms of my applicable agreement). Further, I will not incorporate any invention, improvement, development, concept, discovery, work of authorship, or other proprietary information owned by any Former Employer or third party into any Invention except in accordance with Company Policies.

Third Party Information.

I recognize that the Company has received and in the future will receive from third parties associated with the Company, such as the Company's customers, suppliers, licensors, licensees, partners, joint venturers, and collaborators ("**Third Parties**"), their confidential or proprietary information ("**Third Party Confidential Information**") subject to a duty on the Company's part to maintain the confidentiality of such Third Party Confidential Information and to use it only for certain limited purposes. By way of example, Third Party Confidential Information may include the practices, technology, and requirements of such Third Parties, and information related to the business conducted between the Company and such Third Parties. I agree at all times during my employment with Employer and thereafter to hold all such Third Party Confidential Information in the strictest confidence, and not to use it or to disclose it to any person, firm, corporation, or other third party except as necessary in carrying out my work for Employer consistent with the Company's agreements with such Third Parties. I further agree to comply with any and all Company Policies that may be adopted from

time to time regarding Third Parties and Third Party Confidential Information. I understand that my unauthorized use or disclosure of Third Party Confidential Information may lead to disciplinary action, up to and including immediate termination and legal action by Employer.

I understand that “**Customer Data**” means all data and information processed by the Company for users of the Company’s products and services, including, without limitation, Personal Data, where “**Personal Data**” means: (i) a natural person’s name, street address, telephone number, e-mail address, photograph, social security number or tax identification number, driver’s license number, passport number, credit card number, bank information, or customer or account number, biometric identifiers, and any other piece of information that allows the identification of or contact with a natural person, and for greater certainty includes all such information with respect to employees, and (ii) any information that is associated, directly or indirectly (by, for example, records linked via unique keys), to any of the foregoing. I recognize that the Company has a special obligation with respect to Customer Data, and agree that during and after my employment with Employer, I will hold in the strictest confidence and not disclose to any person, for any purpose, any Customer Data that I may be exposed to, and I further agree that I will use Customer Data that I may legitimately have access to only as necessary for the purpose of providing service and support to the applicable customer.

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Exempted for Certain Protected Activities.

As set forth in Salesforce's Code of Conduct, I acknowledge that the Company provides many paths for me to raise questions both internally through my management chain or through Employee Success or Legal regarding the propriety of the Company’s conduct as well as other employees’ conduct. However, I understand that nothing in this Agreement, including my confidentiality obligations set forth in this Section 2 is intended to: (a) prohibit me from reporting possible violations of central law or regulation to any governmental agency or entity, or making other disclosures that are protected under applicable federal law or regulation; (b) limit my ability to respond to inquiries from, or otherwise cooperate with, any governmental or regulatory investigation; or (c) preclude or dissuade me from engaging in activities protected by state and federal law, such as discussing wages, benefits, or terms and conditions of employment, including discussions regarding forming, joining or supporting labor unions, raising complaints about working conditions for my and my fellow employees' mutual aid or protection or other legally protected activities under applicable law (“Protected Activities”). I further understand that the Company in no way requires me to seek authorization from the Company or inform the Company about any Protected Activities. If I engage in such Protected Activities, I will take reasonable precautions to prevent the unauthorized use or disclosure of any Company Confidential Information to any parties other than the relevant government agencies and inform such authorities that the information being disclosed may be Company Confidential Information.

Furthermore, I understand that I shall not be held criminally or civilly liable under any central law or State trade secret law for the disclosure of a trade secret that is made in confidence to a central law, State, or local government official, either directly or indirectly, or to an attorney solely for the purpose of reporting or investigating a suspected violation of law. I also understand that I shall not be held criminally or civilly liable under any central or State trade secret law for the disclosure of a trade secret that is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal. I also understand if I petition a court for conduct taken by the Company against me for reporting a suspected violation of law, I may disclose the trade secret to my attorney and I may use the trade secret information in my petitioning activity to a court, if any document containing the trade secret is filed under seal; and I do not disclose the trade secret, except pursuant to court order.

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Inventions

Assignment of Inventions.

I agree to promptly make full written disclosure to the Company and I hereby assign and transfer, and agree to assign and transfer to Salesforce or its designee, all my worldwide right, title, and interest in and to (i) any and all copyrightable material, original works of authorship, inventions (and all patent applications (including patent of addition and divisional applications) and patents that may issue therefrom), improvements, developments, concepts, designs, discoveries, know-how, ideas, software, source code, compositions of matter and trade secrets conceived, discovered, authored, invented, developed or reduced to practice by me, solely or in collaboration with others, during the entire period of time I am in the employ of Employer (including during my off-duty hours) (A) that relate at the time of conception or reduction to practice to the Company's business, or actual or demonstrably anticipated research or development, or (B) with the use of the Company's equipment, supplies, facilities or Company Confidential Information, and (ii) any and all trade secrets, patent rights, copyrights, and other intellectual property or proprietary rights anywhere in the world embodied in or related to the foregoing (collectively, "**Inventions**"), which shall be the sole and exclusive property of Company, except as provided below. I acknowledge that all original works of authorship which are made by me (solely or jointly with others) within the scope of and during the period of my employment with Employer and which are protectable by copyright are "works made for hire," as that term is defined in the India Copyright Act 1957, and Company will be deemed the author and owner of such works. I further assign and transfer to Salesforce all claims and rights to sue for past, present and future infringement or misappropriation of the Inventions. I understand and agree that the decision whether or not to commercialize or market any Inventions is within the Company's sole discretion and for the Company's sole benefit, and that no royalty or other consideration will be due to me as a result of the Company's efforts to commercialize or market any such Inventions.

Prior Inventions

I have attached hereto, as Exhibit A, a list describing all inventions, discoveries, original works of authorship, developments, improvements, and trade secrets (including all patents and pending patent applications) which were acquired, conceived, invented or authored in whole or in part by me prior to my employment with Employer to which I have any right, title or interest, and which relate to the Company's actual or proposed business, products, or research and development ("**Prior Related Inventions**"); or, if no such list is attached, I represent and warrant that there are no such Prior Related Inventions. Furthermore, I represent and warrant that the inclusion of any Prior Related Inventions on Exhibit A of this Agreement will not materially affect my ability to perform all obligations under this Agreement. If, in the course of my employment with Employer, I incorporate into or use in connection with any product, process, service, technology, or other work by or on behalf of Company any Prior Related Inventions, I hereby grant to the Company a nonexclusive, royalty-free, perpetual, irrevocable, transferable, worldwide license (with the right to grant and authorize sublicenses) to any of my patents currently issued or that may issue and to any copyrightable software code to the extent either constitutes a Prior Related Invention. The license to such Prior Related Inventions permits the Company to make, have made, use, import, offer for sale, sell, reproduce, distribute, modify, adapt, prepare derivative works of, display, perform, and otherwise utilize and exploit such Prior Related Inventions, without restriction.

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Moral Rights.

To the extent permitted by applicable law, I assign to Salesforce all "Moral Rights" I may have in any Inventions. If and to the extent an assignment or transfer of any Moral Rights is not valid or enforceable under any applicable law, I grant Employer a worldwide, unlimited, royalty-free right and license in and to, and I hereby forever waive and agree never to assert, any and all Moral Rights I may have in or with respect to any Inventions even after termination of my employment or work on behalf of the Company. "**Moral Rights**" mean any rights to attribution or claim authorship of a work of authorship, to object to or prevent the modification of any work of authorship, or to withdraw from circulation or control the publication or distribution of any work, and any similar right, existing under judicial or statutory law of any country or jurisdiction in the world, or under any treaty, regardless of whether or not such right is denominated or generally referred to as a "moral right."

Maintenance of Records.

I agree to keep and maintain adequate, current, accurate, and authentic written records of all Inventions made by me (solely or jointly with others) during the term of my employment with Employer. The records will be in the form of notes, sketches, drawings, electronic files, reports, or any other format that may be specified by the Company. I understand that the records are and will be available

to and remain the sole property of the Company at all times.

Further Assurances.

I agree to assist the Company, or its designee, at the Company's expense, in every proper way to secure the Company's rights in the Inventions in any and all jurisdictions, including the disclosure to the Company of all pertinent information and data with respect thereto, the execution of all applications, specifications, oaths, assignments, and all other instruments that the Company shall deem proper or necessary in order to apply for, register, obtain, maintain, defend, and enforce such rights, and in order to deliver, assign, and convey to the Company, its successors, assigns, and nominees the sole and exclusive rights, title, and interest in and to all Inventions, and testifying in a suit or other proceeding relating to such Inventions. I further agree that my obligations under this Section 3.E. shall continue after the termination of this Agreement in perpetuity.

Attorney-in-Fact.

I agree that, if the Company is unable because of my unavailability, mental or physical incapacity, or for any other reason to secure my signature with respect to any Inventions, including, without limitation, for the purpose of applying for or pursuing any application for any India, United States or foreign patents or mask work or copyright registrations covering the Inventions assigned to the Company in Section 3.A, then I hereby irrevocably designate and appoint the Company and its duly authorized officers and agents as my agent and attorney-in-fact, to act for and on my behalf to execute and file any papers and oaths, and to do all other lawfully permitted acts with respect to such Inventions to further the prosecution and issuance of patents, copyright and mask work registrations with the same legal force and effect as if executed by me. This power of attorney shall be deemed coupled with an interest, and shall be irrevocable.

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Electronic Media Equipment and Electronic Media Systems

Definition of Electronic Media Equipment and Electronic Media Systems.

I understand that “**Electronic Media Equipment**” means computers, external storage devices, thumb drives, handheld electronic devices, telephone equipment, and other electronic media devices. I understand that “**Electronic Media Systems**” means computer servers, messaging and email systems or accounts, voice mail, and other network or web-based services (including cloud-based information storage accounts).

No Expectation of Privacy.

I acknowledge that I have no reasonable expectation of privacy in any Company property, and I agree that any Company property situated on Company premises, or held by third-party providers for the benefit of the Company, is subject to inspection by Company personnel at any time with or without further notice. I also understand and agree that as it relates to the Company's desire to protect its confidential and proprietary information, I have no expectation of privacy as to any personal Electronic Media Equipment or personal Electronic Media Systems that I have used for Company purposes. I am aware that the Company has or may acquire software and systems that are capable of monitoring and recording all network traffic to and from any computer I may use. The Company reserves the right to access, review, copy, and delete any of the information, data, or messages accessed through these systems with or without notice to me and in my absence. This includes, but is not limited to, all e-mail messages sent or received, all website visits, all chat sessions, all news group activity (including groups visited, messages read, and postings by me), and all file transfers into and out of the Company's internal networks. The Company further reserves the right to retrieve previously deleted messages from e-mail or voicemail and monitor usage of the Internet, including websites visited and any information I have downloaded. In addition, the Company may review Internet and technology systems activity and analyze usage patterns, and may choose to publicize this data to assure that the Company's technology systems are devoted to legitimate business purposes.

No Unlicensed Software.

All information, data, and messages created, received, sent, or stored in the Company systems are, at all times, the property of the Company. As such, the Company has the right to audit and search all such items and systems, without further notice to me, to ensure that the Company is licensed to use the software on the Company's devices in compliance with the Company's software licensing policies, to ensure compliance with Company Policies, and for any other business-related purposes in the Company's sole discretion. I understand that I am not permitted to add any unlicensed, unauthorized, or non-compliant applications to the Company's technology systems, including, without limitation, open source or free software, and that I shall refrain from copying unlicensed software onto the Company's technology systems or using non-licensed software or websites, not authorized by the Company, except to the extent permitted by Company Policies or otherwise authorized by the Company. I understand that it is my responsibility to comply with Company Policies governing use of the Company's documents and the internet, email, telephone, and technology systems to which I will have access in connection with my employment.

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Termination

Use and Return of Company Property.

I will not remove (either physically or electronically) any property belonging to the Company from the Company's premises, except as required in the ordinary course of my employment, unless the Company grants me authorization to do so. At any time on the Company's request, during my employment, upon separation from employment with Employer, or at any time after my employment, upon demand from the Company, I will immediately deliver to the Company any and all Company property, including, but not limited to, Company Confidential Information, Associated Third Party Confidential Information, Company Electronic Media Equipment, all tangible embodiments of the Inventions, all electronically stored information and passwords to access such property, Company credit cards, records, data, notes, notebooks, reports, files, proposals, lists, correspondence, specifications, drawings, blueprints, sketches, materials, photographs, charts, any other documents and property, and reproductions of any of the foregoing items, including, without limitation, those records maintained pursuant to Section 3.E. I will not keep in my possession, recreate, or deliver to anyone else any such Company property.

Return of Company Information on Company Electronic Media Equipment.

In connection with my obligation to return information to the Company, I agree that I will not copy, delete, or alter any information, including personal information voluntarily created or stored, contained upon my Company Electronic Media Equipment before I return the information to the Company.

Return of Company Information on Personal Electronic Media Equipment.

In addition, if I have used any personal Electronic Media Equipment or personal Electronic Media Systems to create, receive, store, review, prepare or transmit any Company information, including, but not limited to, Company Confidential Information, I agree to make a prompt and reasonable search for such information in good faith, including reviewing any personal Electronic Media Equipment or personal Electronic Media Systems to locate such information, and if I locate such information, I agree to notify the Company of that fact and then provide the Company with a computer-useable copy of all such Company information from those equipment and systems. I agree to cooperate reasonably with the Company to verify that the necessary copying is completed, and, upon confirmation of compliance by the Company, I agree to delete and expunge all Company information. I further agree that the Company, at its sole discretion, may have access to such personal Electronic Media Equipment or personal Electronic Media Systems to retrieve, destroy, or ensure the permanent deletion of, Company information from such equipment or systems.

Notification of New Employer

In the event that I leave the employ of Employer, I hereby grant consent to notification by the Company to my new employer about my obligations under this Agreement.

Termination Certification

Upon separation from employment with Employer, I consent to an exit interview to confirm my compliance with this Section 5; I agree to keep the Company advised of my home and business address for a period of three (3) years after termination of my employment with Employer, so that the Company can contact me regarding my continuing obligations provided by this Agreement; and I agree to immediately sign and deliver to the Company the "Termination Certification" substantially in the form of Exhibit B.

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Miscellaneous

Governing Law; Consent to Personal Jurisdiction.

This Agreement will be governed by the laws of India. To the extent that any lawsuit is permitted under this Agreement, I hereby expressly consent to the personal and exclusive jurisdiction of courts located in Hyderabad for any lawsuit filed against me by the Company.

Assignability.

This Agreement will be binding upon my heirs, executors, assigns, administrators, and other legal representatives, and will be for the benefit of the Company, its successors, and its assigns. There are no intended third-party beneficiaries to this Agreement, except as may be expressly otherwise stated. Notwithstanding anything to the contrary herein, Company may assign this Agreement and its rights and obligations under this Agreement to any successor to all or substantially all of its relevant assets, whether by merger, consolidation, reorganization, reincorporation, sale of assets or stock, or otherwise.

Entire Agreement.

This Agreement, together with the Exhibits herein and any executed written offer letter between me and Employer (including the arbitration agreement set forth therein), to the extent such materials are not in conflict with this Agreement, sets forth the entire agreement and understanding between the Company and me with respect to the subject matter herein and supersedes all prior written and oral agreements, discussions, or representations between us, including, but not limited to, any representations made during my interview(s) or relocation negotiations. I represent and warrant that I am not relying on any statement or representation not contained in this Agreement. Any subsequent change or

changes in my duties, salary, or compensation will not affect the validity or scope of this Agreement.

Headings.

Headings are used in this Agreement for reference only and shall not be considered when interpreting this Agreement.

Severability.

If a court or other body of competent jurisdiction finds, or the parties mutually believe, any provision of this Agreement, or portion thereof, to be invalid or unenforceable, such provision will be enforced to the maximum extent permissible so as to effect the intent of the parties, and the remainder of this Agreement will continue in full force and effect.

Modification, Waiver.

No modification of or amendment to this Agreement, nor any waiver of any rights under this Agreement, will be effective unless in a writing signed by an officer of the Company and me. Waiver by the Company of a breach of any provision of this Agreement will not operate as a waiver of any other or subsequent breach.

Survival.

My obligations under this Agreement, and the rights of the Company hereunder, will survive termination of my employment with Employer in perpetuity.

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Agreement Read, Understood and Fair.

I have carefully read and considered the provisions of this Agreement and agree that all of the restrictions set forth are fair and reasonable and are reasonably required for the protection of the interests of the Company. The Company acknowledges that the goodwill and value of the Company is enhanced by these provisions and that said enhancement is desired by me.

Effective Date

The Agreement shall be deemed retroactive to the first day of my employment by Employer.

Initials: initialHere1

Print Name of Employee: fullName1

Signature of Employee: signHere1

Date: dateSigned1

EXHIBIT A

LIST OF PRIOR RELATED INVENTIONS

\radioButton11\ I have no Prior Related Inventions (as defined in Section 3.B. of the Agreement) that I wish to disclose.

\radioButton11\ I wish to disclose Prior Related Inventions below.

For each Prior Related Invention, please list the following: (1) title, (2) brief description (3) any reference number; (4) date of creation, date of last modification (or “ongoing”) and (5) co-owners or anyone entitled to approve licensing of the Prior Related Invention. Please do not list any items in which you no longer have an interest (for example a patent or patent application assigned to a Former Employer).

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Print Name of Employee: fullName1

Signature of Employee: signHere1

Date: dateSigned1

EXHIBIT B

TERMINATION CERTIFICATION

This is to certify that I do not have in my possession, nor have I failed to return, any devices, records, data, notes, reports, proposals, lists, correspondence, specifications, drawings, blueprints, sketches, materials, equipment, any other documents or property, or reproductions of any and all aforementioned items belonging to the Company, its subsidiaries, affiliates, successors or assigns.

I further certify that I have complied with all the terms of the Employee Inventions and Proprietary Rights Assignment Agreement signed by me, including the reporting of any inventions and original works of authorship (as defined therein) conceived or made by me (solely or jointly with others), as covered by that

agreement.

I further agree that, in compliance with the Employee Inventions and Proprietary Rights Assignment Agreement, I will preserve as confidential all Company Confidential Information and Associated Third Party Confidential Information, including trade secrets, confidential knowledge, data, or other proprietary information relating to products, processes, know-how, designs, formulas, developmental or experimental work, computer programs, databases, other original works of authorship, customer lists, business plans, financial information, or other subject matter pertaining to any business of the Company or any of its employees, clients, consultants, or licensees.

I agree that nothing in this certification shall affect my continuing obligations under the Employee Inventions and Proprietary Rights Assignment Agreement, including, without limitation, my obligations under Section 2 (Confidentiality) thereof.

After leaving Employer's employment, I will be employed by _____ in the position of _____, and you should send any notifications to this business address _____ and this personal address _____.

Signature of Employee:

Print Name of Employee:

Date: