**salesforce.com, inc.**

**Independent contractor statement of work**

This INDEPENDENT CONTRACTOR STATEMENT OF WORK (“SOW”) is made and entered into as of Effective Date by and between SFDC and Supplier (each as defined below) subject to the terms of the Agreement executed by and between the parties. Terms not otherwise defined herein shall take on the meaning ascribed to them in the underlying Agreement.

|  |  |
| --- | --- |
| “**SFDC**” | salesforce.com, inc., a Delaware corporation |
| having its principal place of business at | Landmark at One Market Street, Suite 300, San Francisco, California, 94105 |
| with notices to be delivered to: | Same as above, Attn: General Counsel |
| SFDC Engagement Manager: | Matthew A. Soldo |
| **“Supplier**” | Greg Smith |
| with an address of: | *7472 German Hill Road Baltimore, MD 21122 United States* |
| “**Agreement**” | Independent Contractor Services Agreement Services between SFDC and Supplier dated \_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_ |

IN WITNESS WHEREOF, the parties have executed this SOW through their authorized representatives.

|  |  |  |  |
| --- | --- | --- | --- |
| **SUPPLIER** | | **SALESFORCE.COM, INC.** | |
| By: | | By: | |
| Name: Greg Smith | | Name: Matthew Soldo | |
| Title: | | Title: Senior Product Manager | |
| Date: | | Date: (“**Effective Date**”)  SFDC PO Number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | |
|  |  | |

Statement of Work

**1. Term**

1.1 **Start Date**: January 1, 2012

1.2 **End Date**: March 1, 2012

**2. Services**

1. **Description of Services**. Supplier will contribute to the development of PostgreSQL, an open source database software system. Contributions will be open source. Contractor will specifically work on features and bug fixes requested by Heroku / Salesforce.com, including Query Profiling, Replication Fixes, Command Triggers, and Extension Updates. In addition, contractor will advocate for these features to be included in the PostgreSQL 9.2 release. Deliverables will consist of the patches to the PostgreSQL source code for the features enumerated.
2. **Supplier Materials.** None
3. **Location**:

[ X] Supplier shall perform substantially all Services at its own facilities and only require visitor access to SFDC facilities.

[ ] Supplier shall perform the Services at the following SFDC facility during the following hours (subject to SFDC’s badge and facilities access policies):

Hours: Facility:

Monday \_\_\_\_\_\_\_ - \_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Tuesday \_\_\_\_\_\_\_ - \_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Wednesday \_\_\_\_\_\_\_ - \_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Thursday \_\_\_\_\_\_\_ - \_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Friday \_\_\_\_\_\_\_ - \_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

1. **SFDC Equipment.** SFDC shall provide and make available to Supplier, on a loan basis only, the following equipment, if any:

[ X] None

[ ] Desktop Reason: [insert justification]

[ ] Laptop Reason: [insert justification]

[ ] Blackberry Reason: [insert justification]

[ ] Desk phone Reason: [insert justification]

**3. Payment and Deliverables**

SFDC will be invoiced for the Services and/or Deliverables in accordance with the following payment schedule. Payments will be made as set forth in the Agreement. SFDC does not make advance payments for services.

1. **Fees**.

**Milestone Invoicing.** Supplier shall invoice SFDC in the amounts specified upon SFDC’s acceptance of the following milestones:

|  |  |  |  |
| --- | --- | --- | --- |
| Milestone | Deliverable\* | Due Date | Amount due upon Acceptance |
| 1 | PostgreSQL 9.2 Alpha 3 Development | 2/1/2012 | $28,600 |
| 2 | PostgreSQL 9.2 Alpha 4 Development | 3/1/2012 | $39,000 |

(\*) Provide a list of deliverables and a detailed description of what is included in each deliverable, including functional and technical specifications, standards and guidelines for all services and deliverables to be provided to SFDC including quality standards. Examples of deliverables: written project plans, design reviews, written summary of design goals, design documentation, code, etc. Reference attachments with more details as necessary.

Milestone 1

* Replication Development/Bug Fixes  - Preliminary patches
* Query profiling   - Preliminary patches
* Command Triggers   - Preliminary patches
* Extensions Updates  - Preliminary patches

Milestone 2

1. Replication Development/Fixes – Final patches
2. Query profiling      (pg\_stat\_statements) – Final patches
3. Feature advocacy  – Final patches
4. Maintenance Performance   (VACUUM) – Final patches
5. Command Triggers  – Final patches
6. Extensions Updates  – Final patches

Under this SOW, the total fees billed to SFDC shall not exceed $67,600 (including expenses) without SFDC’s prior written approval. All time sheets must be approved by SFDC personnel prior to payment. All expenses are subject to the SFDC Non-Employee Travel and Expense Policy.

1. **Invoicing Process**

All payments to Supplier are contingent upon Supplier satisfying the deliverables and milestones as of the due dates set forth above. Payment to Supplier will be made pursuant to the terms of the Agency Services Agreement executed by and between Supplier and the Vendor Manager approximately 30 – 45 days after receipt of a complete and accurate invoice.

**4. Milestones/Reports/Meetings**

SFDC does not have the right to control the means, methods, sequence and/or order of Supplier’s performance, however, Supplier shall comply with the following requirements in order to allow SFDC to properly plan for Supplier’s successful completion of the Services:

[ X ] Not applicable.

[ ] Reports: Supplier shall provide SFDC with the following reports:

|  |  |
| --- | --- |
| Description of Report | Due Date |
|  |  |
|  |  |
|  |  |

[ ] Meetings: Supplier shall attend the following meetings [via teleconference/in person at the location listed below]:

|  |  |  |
| --- | --- | --- |
| Meeting Description | Date | Location |
|  |  |  |
|  |  |  |
|  |  |  |

Reason: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**5. No Subcontracting**

Supplier may not subcontract any of its obligations under this SOW without the prior written consent of SFDC, which consent SFDC may grant or withhold in its sole discretion.

**6. Additional Terms**

[ X ] None

[ ] As follows:

|  |  |  |
| --- | --- | --- |
|  |  |  |