



Master Subscription Agreement Developer Services

This Master Subscription Agreement ("**Agreement**") is for Your use of the Developer Services to develop and maintain applications and services that interoperate with or complement Our online platform and/or applications.

YOU INDICATE YOUR ACCEPTANCE OF THIS AGREEMENT BY CLICKING A CHECK BOX OR BUTTON OR EXECUTING AN ORDER FORM THAT REFERENCES THIS AGREEMENT, OR BY ACCESSING THE DEVELOPER SERVICES. BY ACCEPTING THIS AGREEMENT, YOU AGREE TO ITS TERMS. 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 AND ITS AFFILIATES TO THESE TERMS AND CONDITIONS, IN WHICH CASE THE TERMS "YOU" OR "YOUR" SHALL REFER TO SUCH ENTITY AND ITS AFFILIATES. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE WITH THESE TERMS AND CONDITIONS, YOU MUST NOT ACCEPT THIS AGREEMENT AND MAY NOT USE THE DEVELOPER SERVICES.

You may not, without our prior written consent, access or use the Developer Services:

- for production purposes, or
- if You are Our direct competitor, or
- to monitor the availability, performance or functionality of the Developer Services, or
- for any other benchmarking or competitive purposes.

This Agreement was last updated on October 25, 2010. It is effective between You and Us as of the date of You accept this Agreement.

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1. DEFINITIONS

"**Affiliate**" means any entity which directly or indirectly controls, is controlled by, or is under common control with the subject entity. "Control," for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.

"**AppExchange**" means the online directory of applications that interoperate with the Developer Services, located at <http://www.salesforce.com/appexchange> or at any successor websites.

"**Basic Developer Services**" means the Developer Edition, and any other versions We designate as developer versions, of the online, Web-based applications and platform We provide via <http://www.salesforce.com>,

<http://www.force.com>, <http://developer.force.com>, and/or <http://developerforce.com>, as described in the User Guide, that We make generally available to Our developer community at no charge, excluding tools and resources accessible outside the above-described applications and platform and excluding Developerforce Content and Third-Party Applications.

"Developerforce Content" means the content, information, resources, documentation, code, tools, toolkits, developer environments and/or communities, contests, promotions and/or programs accessible via <http://developer.force.com>, and/or http://*.developerforce.com, excluding Developerforce Content.

"Developer Services" means Basic Developer Services and Supplemental Developer Services.

"Malicious Code" means viruses, worms, time bombs, Trojan horses and other harmful or malicious code, files, scripts, agents or programs.

"Order Form" means the ordering documents for any purchases of Supplemental Developer Services hereunder, including addenda thereto, that are entered into by You and Us from time to time. Order Forms shall be deemed incorporated herein by reference.

"Supplemental Developer Services" means any versions We designate as developer versions of the online, Web-based applications and platform We provide via <http://www.salesforce.com>, <http://www.force.com>, <http://developer.force.com>, and/or <http://developerforce.com>, as described in the User Guide, and any versions of other services We provide and designate as developer versions, that we make generally available to Our developer community for a fee and that You order under an Order Form. Supplemental Developer Services exclude Develtools and resources that are accessible outside the above-described applications, and exclude Basic Developer Services, Developerforce Content and Third-Party Applications.

"Third-Party Applications" means online, Web-based applications and offline software products that are provided by third parties, interoperate with the Developer Services, and are identified as third-party applications, including but not limited to those listed on the AppExchange.

"User Guide" means the online user guide for the Developer Services, accessible via <http://www.salesforce.com> or <http://www.force.com> as updated from time to time.

"User" means an individual who is authorized by You to use the Developer Services and who has been supplied a user identification and password by You (or by Us at Your request). A User may be, without limitation, your employee, consultant, contractor or agent, or a third party with which You transact business, or an employee or contractor of such a third party.

"User Subscription" means a subscription granted by Us to You for Developer Services, which is assigned by You to a User. The duration of any User Subscription shall be as described in Section 10.2 (Term of Basic Developer Service User Subscriptions) or Section 11.7.a (Term of Supplemental Developer Service User Subscriptions), as applicable.

"We," "Us" or "Our" means the salesforce.com company described in Section 13 (Who You Are Contracting With, Notices, Governing Law and Jurisdiction).

"You" or "Your" means the company or other legal entity for which you are accepting this Agreement, and Affiliates of that company or entity.

"Your Application" means an online application that You create using, and that interoperates with, the Developer Services.

"Your Data" means all electronic data or information submitted by You to the Developer Services.

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2. PROVISION AND USE OF DEVELOPER SERVICES

2.1. Provision of Developer Services. We shall make the Developer Services available to You pursuant to this Agreement.

2.2. User Subscriptions. Unless otherwise agreed in writing by Us, Developer Services are made available as User Subscriptions and may be accessed by a number of Users no greater than the number of user IDs we allocate to You. User Subscriptions are for designated Users and cannot be shared or used by more than one User but may be reassigned to new Users replacing former Users who no longer require ongoing use of the Developer Services.

2.3. Our Responsibilities. We shall use commercially reasonable efforts to: (i) make the Developer Services available 24 hours a day, 7 days a week, except for: (a) planned downtime (of which We shall give at least 8 hours notice via the Developer Services and which We shall schedule to the extent practicable during the weekend hours from 6:00 p.m. Pacific time Friday to 3:00 a.m. Pacific time Monday), or (b) any unavailability caused by circumstances beyond Our reasonable control, including without limitation, acts of God, acts of government, flood, fire, earthquakes, civil unrest, acts of terror, strikes or other labor problems (other than those involving Our employees), or Internet service provider failures or delays, and (ii) provide the Developer Services in accordance with applicable laws and government regulations. The Basic Developer Services exclude support. We may make developer support available separately as a Supplemental Developer Service or through other programs from time to time.

2.4. Your Responsibilities. You shall (i) be responsible for Users' compliance with this Agreement, (ii) be solely responsible for the accuracy, quality, integrity and legality of Your Data and of the means by which You acquired Your Data, (iii) use commercially reasonable efforts to prevent unauthorized access to or use of the Developer Services, and notify Us promptly of any such unauthorized access or use, and (iv) use the Developer Services only in accordance with the User Guide and applicable laws and government regulations. You shall not (a) make the Developer Services available to any person or entity other than Users, (b) sell, resell, rent or lease the Developer Services, (c) use the Developer Services to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy or confidentiality rights, (d) use the Developer Services to store or transmit Malicious Code, (e) interfere with or disrupt the integrity or performance of the Developer Services or third-party data contained therein, or (f) attempt to gain unauthorized access to the Developer Services or their related systems or networks.

2.5. Usage Limitations. Developer Services may be subject to other limitations, such as, for example, limits on disk storage space, on the number of calls You are permitted to make against Our application programming interface, and, for Developer Services that enable You to provide public websites, on the number of page views by visitors to those websites. Any such limitations are specified in the User Guide.

2.6. Use of Developerforce Content. You may use Developerforce Content in connection with the Developer Services hereunder, subject to the Developerforce Terms of Use posted at <http://developer.force.com/>.

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3. THIRD-PARTY PROVIDERS

3.1. Your Acquisition of Third-Party Products and Services. To use the Developer Services, You must have a supported computer device, Web browser and Internet connection; no purchase of any other third-party products or services is required to use the Developer Services. We may offer Third-Party Applications for sale under Order Forms. Any other acquisition by You of third-party products or services, including but not limited to Third-Party Applications and implementation, customization and other consulting services, and any exchange of data between You and any third-party provider, are solely between You and the applicable third-party provider. We do not warrant or support third-party products or services, whether or not they are designated by Us as "certified" or otherwise, except as specified in an Order Form.

3.2. Third-Party Applications and Your Data. If You install or enable Third-Party Applications for use with Developer Services, You acknowledge that We may allow providers of those Third-Party Applications to access Your Data as required for the interoperation of such Third-Party Applications with the Developer Services. We shall not be responsible for any disclosure, modification or deletion of Your Data resulting from any such access by Third-Party Application providers. The Developer Services shall allow You to restrict such access by restricting Users from installing or enabling such Third-Party Applications for use with the Developer Services.

3.3. Developer Service Features that Integrate with Third-Party Services. The Developer Services contain features designed to interoperate with third-party services (which may include, for example, Google, Facebook and Twitter services). Such Developer Service features depend on those third-party providers continuing to make their services, including their application programming interfaces (“APIs”) where applicable, available for the Developer Services. If any of those third-party service providers ceases to make its applicable services or APIs available on reasonable terms for the Developer Services, We may cease providing the corresponding features without entitling You to any refund, credit, or other compensation.

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4. NO FEES FOR DEVELOPER SERVICES

We currently provide the Developer Services at no charge. We reserve the right to change our pricing policies for Developer Services at any time in our sole discretion. We will provide you reasonable notice of any such changes.

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5. PROPRIETARY RIGHTS

5.1. Reservation of Rights. Subject to the limited rights expressly granted hereunder, We reserve all rights, title and interest in and to the Developer Services, including all related intellectual property rights. No rights are granted to You hereunder other than as expressly set forth herein.

5.2. Restrictions. You shall not (i) permit any third party to access the Developer Services except as permitted herein, in an Order Form or in the User Guide, (ii) create derivative works based on the Developer Services, (iii) copy, frame or mirror any part or content of the Developer Services, other than copying or framing on Your own intranets or otherwise for Your own internal business purposes, (iv) reverse engineer the Developer Services, or (v) access the Developer Services in order to (a) build a competitive product or service, or (b) copy any features, functions or graphics of the Developer Services.

5.3. Your Applications and Code. You authorize Us to host, copy, transmit, display and adapt Your Applications and any program code that You or any User create using the Developer Services, solely as necessary for Us to provide the Developer Services in accordance with this Agreement. Subject to the above, We acquire no right, title or interest from You or Your licensors under this Agreement in or to Your Applications or any program code created by You or by a third party for You, including any intellectual property rights therein.

5.4. Customer Data. Subject to the limited rights granted by You hereunder, We acquire no right, title or interest from You or Your licensors under this Agreement in or to Your Data, including any intellectual property rights therein.

5.5. Suggestions. We shall have a royalty-free, worldwide, irrevocable, perpetual license to use or incorporate into the Developer Services and other online services any suggestions, enhancement requests, recommendations or other feedback provided by You, including Users, relating to the operation of the Developer Services.

5.6. Federal Government End Use Provisions. We provide the Developer Services, including related software and technology, for ultimate federal government end use solely in accordance with the following: Government technical data and software rights related to the Developer Services include only those rights customarily provided to the public as defined in this Agreement. This customary commercial license is provided in accordance with FAR 12.211 (Technical Data) and FAR 12.212 (Software) and, for Department of Defense transactions, DFAR 252.227-7015 (Technical Data – Commercial Items) and DFAR 227.7202-3 (Rights in Commercial Computer Software or Computer Software Documentation). If a government agency has a need for rights not conveyed under these terms, it must negotiate with Us to determine if there are acceptable terms for transferring such rights, and a mutually acceptable written addendum specifically conveying such rights must be included in any applicable contract or agreement.

5.7. Competitive Applications. Subject to Our and Your respective rights and obligations under this Agreement, We acknowledge that You may develop and make available products and services that are similar to or otherwise compete with Our products and services, and You acknowledge that We may develop and make available products and services that are similar to or otherwise compete with Your products and services.

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6. CONFIDENTIALITY

6.1. Definition of Confidential Information. As used herein, "**Confidential Information**" means, in the case of information disclosed by Us to You, the Developer Services; and in the case of information disclosed by You to Us, Your Data, and information regarding applications or other materials developed using the Developer Services to the extent disclosed to Us by the hosting of such applications or materials on our platform or to the extent disclosed to our Customer Support organization. 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 (the "**Disclosing Party**"), (ii) was known to the receiving party (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.

6.2. Protection of Confidential Information. Except as otherwise permitted in writing by the Disclosing Party, (i) the Receiving Party shall use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but in no event less than reasonable care) not to disclose or use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement, and (ii) the Receiving Party shall limit access to Confidential Information of the Disclosing Party to those of its employees, contractors and agents who need such access for purposes consistent with this Agreement and who have signed confidentiality agreements with the Receiving Party containing protections no less stringent than those herein.

6.3. 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 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.

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7. LIMITED WARRANTIES AND DISCLAIMERS

Each party represents and warrants that it has the legal power to enter into this Agreement. EXCEPT AS PROVIDED IN THE PRECEDING SENTENCE AND IN SECTION 11.5 (WARRANTIES) BELOW, NEITHER PARTY MAKES IN THIS AGREEMENT ANY WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND EACH PARTY SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

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8. INDEMNIFICATION

You shall defend Us against any claim, demand, suit, or proceeding ("**Claim**") made or brought against Us by a third party alleging that Your Data, or applications or other materials developed by You using the Developer Services, infringe or misappropriate the intellectual property rights of a third party or violate applicable law (to the extent such infringement, misappropriation or violation do not arise from the Developer Services), and shall indemnify Us for any damages finally awarded against, and for reasonable attorney's fees incurred by, Us in connection with any such Claim; provided, that We (a) promptly give You written notice of the Claim; (b) give You sole control of the defense and settlement of the Claim (provided that You may not settle any Claim unless the settlement unconditionally release Us of all liability); and (c) provide to You all reasonable assistance, at Our expense. The foregoing states Your sole liability and Our exclusive remedy for any type of Claim described in this Section.

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9. LIMITATION OF LIABILITY

9.1. Limitation of Liability. IN NO EVENT SHALL OUR AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, EXCEED THE TOTAL AMOUNT PAID BY YOU HEREUNDER OR, WITH RESPECT TO ANY SINGLE INCIDENT, THE LESSER OF \$500,000 OR THE AMOUNT PAID BY YOU HEREUNDER IN THE 12 MONTHS PRECEDING THE INCIDENT.

9.2. Exclusion of Consequential and Related Damages. IN NO EVENT SHALL WE HAVE ANY LIABILITY TO YOU FOR ANY LOST PROFITS OR REVENUES OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, COVER OR PUNITIVE DAMAGES HOWEVER CAUSED, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, AND WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING DISCLAIMER SHALL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW.

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10. TERM AND TERMINATION

10.1. Term of Agreement. This Agreement commences on the date You accept it and continues until all User Subscriptions granted in accordance with this Agreement have expired or been terminated.

10.2. Term of Basic Developer Service User Subscriptions. User Subscriptions for Basic Developer Services commence on the date you accept this Agreement and continue until terminated by either party in accordance with Section 10.3 (Termination of Basic Developer Service User Subscriptions).

10.3. Termination. You may terminate Basic Developer Service User Subscriptions without cause at any time upon written notice to Us. We may terminate Basic Developer Service User Subscriptions (i) at any time without cause upon 60 days' written notice to You, (ii) upon notice to You if Your Basic Developer Services have not been accessed by a User for 6 months or longer, or (iii) upon 7 days' written notice to You of a material breach of this Agreement if such breach remains uncured at the expiration of such period. Notwithstanding the above, to the extent any Basic Developer Service User Subscriptions are required to use Supplemental Developer Service User Subscriptions, the parties' rights to terminate such Basic Developer Service User Subscriptions will be governed by Section 11.7(b) (Termination of Agreement for Cause) instead of this Section.

10.4. Return of Your Data. Upon request by You made within 30 days after the effective date of termination of a Developer Services subscription, We will make available to You for download a file of Your Data in comma separated value (.csv) format along with attachments in their native format. After such 30-day period, We shall have no obligation to maintain or provide any of Your Data and shall thereafter, unless legally prohibited, delete all of Your Data in Our systems or otherwise in Our possession or under Our control.

10.5. Loss of Applications and Materials. UPON ANY TERMINATION OF THIS AGREEMENT, ALL APPLICATIONS AND OTHER MATERIALS DEVELOPED BY YOU USING THE DEVELOPER SERVICES AND HOSTED ON OUR PLATFORM WILL BE PERMANENTLY LOST.

10.6. Surviving Provisions. Sections 5 (Proprietary Rights), 6 (Confidentiality), 7 (Limited Warranties and Disclaimers), 8 (Indemnification), 9 (Limitation of Liability), 10.4 (Return of Your Data), 11.4 (Confidentiality of Supplemental Developer Services Terms and Pricing), 11.5 (Warranties Regarding Supplemental Developer Services), 11.6 (Indemnification by Us for Supplemental Developer Services), 12 (Who You Are Contracting With, Notices, Governing Law and Jurisdiction) and 13 (General Provisions) shall survive any termination or expiration of this Agreement.

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11. ADDITIONAL TERMS APPLICABLE TO SUPPLEMENTAL DEVELOPER SERVICES

11.1. Terms Limited to Supplemental Developer Services. The provisions in this Section 11 (Terms Applicable to Supplemental Developer Services) apply only to Supplemental Developer Services ordered hereunder, and are in addition to the other provisions in this Agreement.

11.2. Supplemental Developer Services.

a. Provision of Supplemental Developer Services. We shall make the Supplemental Developer Services available to

You pursuant to this Agreement and the relevant Order Forms during a subscription term. You agree that Your purchases of Supplemental Developer Services are neither contingent on the delivery of any future functionality or features nor dependent on any oral or written public comments made by Us regarding future functionality or features.

b. User Subscriptions. Unless otherwise specified in the applicable Order Form, (i) Supplemental Developer Services may be accessed by no more than the specified number of Users, (ii) additional User Subscriptions may be added during the subscription term at the same pricing as that for the pre-existing subscriptions, prorated for the remainder of the subscription term in effect at the time the additional User Subscriptions are added, and (iii) the added User Subscriptions shall terminate on the same date as the pre-existing subscriptions.

11.3. Fees and Payment for Supplemental Developer Services.

a. User Fees. You shall pay all fees specified in all Order Forms hereunder. Except as otherwise specified herein or in an Order Form, (i) fees are quoted and payable in United States dollars, (ii) fees are based on services purchased and not actual usage, (iii) payment obligations are non-cancelable and fees paid are non-refundable, and (iv) the number of User Subscriptions purchased cannot be decreased during the relevant subscription term stated on the Order Form. User Subscription fees are based on monthly periods that begin on the subscription start date and each monthly anniversary thereof; therefore, fees for User Subscriptions added in the middle of a monthly period will be charged for that full monthly period and the monthly periods remaining in the subscription term.

b. Invoicing and Payment. You will provide Us with valid and updated credit card information, or with a valid purchase order or alternative document reasonably acceptable to Us. If You provide credit card information to Us, You authorize Us to charge such credit card for all Developer Services listed in the Order Form for the initial subscription term and any renewal subscription term(s) as set forth in Section 11.7a (Term of Supplemental Developer Service User Subscriptions). Such charges shall be made in advance, either annually or in accordance with any different billing frequency stated in the applicable Order Form. If the Order Form specifies that payment will be by a method other than a credit card, We will invoice You in advance and otherwise in accordance with the relevant Order Form. Unless otherwise stated in the Order Form, invoiced charges are due net 30 days from the invoice date. You are responsible for maintaining complete and accurate billing and contact information with Us.

c. Overdue Charges. If any charges are not received from You by the due date (except charges then under reasonable and good faith dispute), then at Our discretion, (a) such charges may accrue late interest at the rate of 1.5% of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower, from the date such payment was due until the date paid, and/or (b) We may condition future subscription renewals and Order Forms on payment terms shorter than those specified in Section 11.5 (Invoicing and Payment).

d. Charges 30 or More Days Overdue. If any charge owing by You under this or any other agreement for Developer Services is 30 or more days overdue (except charges then under reasonable and good faith dispute), We may, without limiting Our other rights and remedies, accelerate Your unpaid fee obligations under such agreements so that all such obligations become immediately due and payable, and suspend Developer Services until such amounts are paid in full.

e. Taxes. Unless otherwise stated, Our fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including but not limited to value-added, sales, use or withholding taxes, assessable by any local, state, provincial, federal or foreign jurisdiction (collectively, "Taxes"). You are responsible for paying all Taxes associated with Your purchases hereunder. If We have the legal obligation to pay or collect Taxes for which You are responsible under this paragraph, the appropriate amount shall be invoiced to and paid by You, unless You provide Us with a valid tax exemption certificate authorized by the appropriate taxing authority. For clarity, We are solely responsible for taxes assessable against it based on Our income, property and employees.

11.4. Confidentiality of Supplemental Developer Services Terms and Pricing. In addition to the terms of Section 6 (Confidentiality) above, the terms and pricing under any Order Forms for Supplemental Developer Services shall be considered Our Confidential Information.

11.5. Warranties Regarding Supplemental Developer Services.

a. Developer Services. We warrant that (i) the Supplemental Developer Services shall perform materially in accordance with the User Guide, and (ii) subject to Section 3.3 (Developer Service Features that Integrate with Third-Party Services), the functionality of the Supplemental Developer Services will not be materially decreased during a subscription term. For any breach of either such warranty, Your exclusive remedy shall be as provided in Sections 11.7.b (Termination for Cause) and 11.7.c (Refund or Payment upon Termination) below.

b. Malicious Code. Each party represents and warrants that it will not transmit to the other party any Malicious Code; provided, however, We will not be deemed to breach this warranty to the extent You or a User upload into the Developer Services a file containing Malicious Code and later download that file.

11.6. Indemnification by Us for Supplemental Developer Services. We shall defend You against any claim, demand, suit, or proceeding ("**Claim**") made or brought against You by a third party alleging that the Supplemental Developer Services, used as permitted hereunder, infringe or misappropriate the intellectual property rights of a third party, and shall indemnify You for any damages finally awarded against, and for reasonable

attorney's fees incurred by, You in connection with any such Claim; provided, that You (a) promptly give Us written notice of the Claim; (b) give Us sole control of the defense and settlement of the Claim (provided that We may not settle any Claim unless the settlement unconditionally releases You of all liability); and (c) provide to Us all reasonable assistance, at Our expense. In the event of a Claim or if We believe the Supplemental Developer Services may infringe or misappropriate, We may in Our discretion and at no cost to You (i) modify the Supplemental Developer Services so that they no longer infringe or misappropriate, while retaining substantially equivalent functionality, (ii) obtain a license for Your continued use of the Supplemental Developer Services in accordance with this Agreement, or (iii) terminate Your Supplemental Developer Service User Subscriptions and refund You any prepaid fees covering the remainder of the term of such User Subscriptions after the effective date of termination. The foregoing states Our sole liability and Your exclusive remedy for any type of Claim described in this paragraph.

11.7. Term and Termination.

a. Term of Supplemental Developer Service User Subscriptions. Supplemental Developer Service User Subscriptions purchased by You commence on the start date specified in the applicable Order Form and continue for the subscription term specified therein. Except as otherwise specified in the applicable Order Form, all Supplemental Developer Service User Subscriptions shall automatically renew for additional periods equal to the expiring subscription term or one year (whichever is shorter), unless either party gives the other notice of non-renewal at least 30 days before the end of the relevant subscription term. The per-unit pricing during any such renewal term shall be the same as that during the prior term unless We have given You written notice of a pricing increase at least 30 days before the end of such prior term, in which case the pricing increase shall be effective upon renewal and thereafter. Any such pricing increase shall not exceed 7% over the pricing for the relevant Supplemental Developer Services in the immediately prior subscription term, unless the pricing in such prior term was designated in the relevant Order Form as promotional or one-time.

b. Termination of Agreement for Cause. A party may terminate this Agreement for cause: (i) upon 30 days written notice to the other party of a material breach if such breach remains uncured at the expiration of such period, or (ii) if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors.

c. Refund or Payment upon Termination. Upon any termination for cause by You, We shall refund You any prepaid fees covering the remainder of the term of all Supplemental Developer Service User Subscriptions after the effective date of termination. Upon any termination for cause by Us, You shall pay any unpaid fees covering the remainder of the term of all Order Forms after the effective date of termination. In no event shall any termination relieve You of the obligation to pay any fees payable to Us for the period prior to the effective date of termination.

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12. FORCE.COM SITES

12.1. Force.com Sites. The terms below apply to the Force.com Sites component of the Developer Services.

12.2. Usage Limits and Disabling of Force.com Sites. The Force.com Sites service is subject to limits as detailed in the user guide accessible through the Help & Training link. Those limits include (but are not limited to) those below:

Edition	Maximum Number of Force.com Sites per Domain	Included Number of Monthly Page Views per Organization	Bandwidth Limit per 24-Hour Period	Service Request Time Limit per 24-Hour Period
Developer Edition	1	As permitted by bandwidth and service request time limits	500 MB	10 minutes

a. Included Monthly Page Views. The Force.com Sites Service includes a number of page views per calendar month as specified above. The number of page views is calculated as the aggregate number of page views for all Force.com Sites in Your Organization, including pages served from the Force.com Sites' origin servers. Calendar months are measured in accordance with Greenwich Mean Time (GMT). "Organization" means a unique instance of the Developer Edition service, i.e., a separate set of Your Data and Your service customizations held by Us in a logically separated database (i.e., a database segregated through password-controlled access).

b. Disabling of Force.com Sites Due to Excess Monthly Page Views. As used in this paragraph, "Monthly Page View Limit" means the included number of page views plus any additional page views You have purchased for a given month. If Your Organization reaches 110% of its Monthly Page View Limit in a single calendar month, We will so

notify You via email. If Your Organization reaches 110% of its Monthly Page View Limit in four consecutive calendar months, or reaches 300% of its Monthly Page View Limit in a single calendar month, Your Force.com Sites will be disabled until the beginning of the next calendar month, and We will so notify You via email.

c. **Bandwidth Limits.** Bandwidth is calculated as the number of bytes served and received from all Force.com Sites in Your Organization, including from the Force.com Sites' origin servers. Bandwidth limits are applied in rolling 24-hour periods. If Your Organization exceeds a bandwidth of 500MB in a 24-hour period, Your Force.com Sites may be disabled.

d. **Service Request Time Limits.** Service request time is calculated as the total origin server time required to generate pages for all Force.com Sites in Your Organization. Service request time limits are applied in rolling 24-hour periods. If Your Organization exceeds a service request time of 10 minutes in a 24-hour period, Your Force.com Sites may be disabled.

12.3. Risk of Unintended Access to Your Data. The Force.com Sites service enables You to provide public access to Your data stored in Our online services. It is very important that You carefully follow the instructions in the user guide and review Your Force.com Sites settings (including but not limited to settings for sharing of objects and visibility of list views) before publishing a Force.com Site or enabling web services for a Force.com Site. If You publish a Force.com Site or enable web services for a Force.com Site with settings that You did not intend, You could cause Your confidential information stored in Our online services to be disclosed to unintended third parties or to the public.

12.4. Your Responsibilities. You shall not: (a) offer, permit or promote gambling on a Force.com Site or as part of a Force.com Site URL; (b) display, transmit or otherwise make available on a Force.com Site or as part of a Force.com Site URL material that is pornographic, obscene, lewd, indecent, or vulgar; (c) display, transmit or otherwise make available on a Force.com Site or as part of Force.com Site URL material that is infringing, threatening, harassing, libelous, hateful, racially or ethnically objectionable, unlawful, tortious, harmful to children, invasive of another's privacy or violative of third party privacy rights; or (d) display or transmit on a Force.com Site or as part of Force.com Site URL material promoting or providing instructional information about illegal activities, promoting physical harm or injury against any group or individual, or promoting any act of cruelty to animals, including, but is not limited to, instructions on how to assemble bombs, grenades, and other weapons, and "Crush" sites. You shall: (i) have sole responsibility for the accuracy, quality, integrity, legality, reliability, and appropriateness of all content and data submitted to or published via the Force.com Sites Service by You, by Users, or by users of websites created by You using the Force.com Sites Service; (ii) comply with all applicable laws (including but not limited to export laws) in using the Force.com Sites Service; and (iii) use the Force.com Sites Service solely in accordance with its online user guide.

12.5. Subdomain Names.

a. **Creation of Subdomains.** The Force.com Sites service enables You to create Your own force.com subdomain.

b. **Rejection of Subdomains Before Publication.** We may in Our sole discretion reject any force.com subdomain proposed by You before We publish it as part of a URL or associate a Force.com Site with it.

c. **Disabling of Subdomains After Publication.** If, after You have submitted a force.com subdomain and we have published it or associated it with a Force.com Site, We determine in Our sole discretion that it violates these Terms or the Master Subscription Agreement, or if We receive a notice or claim alleging that any such subdomain violates or infringes any law or third-party right, We may disable the associated URL and Force.com Sites and make reactivation of those Force.com Sites conditional on Your submitting a new subdomain acceptable to Us.

12.6. Disabling of Force.com Sites under U.S. Digital Millennium Copyright Act. If We receive a notice alleging that material on Your Force.com Site infringes another party's copyright, we may disable that Force.com Site in accordance with Title II of the Digital Millennium Copyright Act of 1998 (Section 512 of the U.S. Copyright Act).

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13. WHO YOU ARE CONTRACTING WITH, NOTICES, GOVERNING LAW AND JURISDICTION

13.1. General. Who You are contracting with under this Agreement, who You should direct notices to under this Agreement, what law 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 You are domiciled.

If You are domiciled in:	You are contracting with:	Notices should be addressed to:	The governing law is:	The courts having exclusive jurisdiction are:
A Country in North, South or Central America or the Caribbean	Salesforce.com, inc., The Landmark @ One Market, Suite 300, San Francisco, California, 94105, U.S.A.	VP, Worldwide Sales Operations Fax: +1-415-901-7040	California and controlling United States federal law	San Francisco, California, U.S.A.
A Country in Europe, the Middle East or Africa	salesforce.com Sàrl, Route de la Longeraie 9, Morges, 1110, Switzerland	Director, EMEA Sales Operations Fax +41-21-6953701	Switzerland	Switzerland
Japan	Salesforce.com Kabushiki Kaisha, Roppongi Hills Mori Tower 39F, 6-10-1 Roppongi, Minato-ku, Tokyo 106-6139, Japan	Director, Japan Sales Operations Fax +81-3-5793-8302	Japan	Tokyo, Japan
A Country in Asia or the Pacific region, other than Japan	Salesforce.com Singapore Pte Ltd, 9 Temasek Boulevard #40-01, Suntec Tower 2, Singapore, 038989	Director, APAC Sales Operations Fax +65 6302 5777	Singapore	Singapore

The governing law specified above will apply without regard to conflicts of laws rules or the United Nations Convention on the International Sale of Goods.

13.2. Manner of Giving Notice. Except as otherwise specified in this Agreement, all notices, permissions and approvals hereunder shall be in writing and shall be deemed to have been given upon: (i) personal delivery, (ii) the second business day after mailing, (iii) the second business day after sending by confirmed facsimile, or (iv) the first business day after sending by email (provided email shall not be sufficient for notices of termination or an indemnifiable claim). Notices to You shall be addressed to the system administrator designated by You for Your relevant Services account, and in the case of billing-related notices, to the relevant billing contact designated by You.

13.3. Agreement to 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.

13.4. Waiver of Jury Trial. Each party hereby waives any right to jury trial in connection with any action or litigation in any way arising out of or related to this Agreement.

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14. GENERAL PROVISIONS

14.1. Export Compliance. Each party shall comply with the export laws and regulations of the United States and other applicable jurisdictions in providing and using the Services. Without limiting the foregoing, (i) each party represents that it is not named on any U.S. government list of persons or entities prohibited from receiving exports, and (ii) You shall not permit Users to access or use Services in violation of any U.S. export embargo, prohibition or restriction.

14.2. Relationship of the Parties. The parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties.

14.3. No Third-Party Beneficiaries. There are no third-party beneficiaries to this Agreement.

14.4. Waiver and Cumulative Remedies. No failure or delay by either party in exercising any right under this Agreement shall constitute a waiver of that right. Other than as expressly stated herein, the remedies provided herein are in addition to, and not exclusive of, any other remedies of a party at law or in equity.

14.5. Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision shall be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this Agreement shall remain in effect.

14.6. Attorney Fees. You shall pay on demand all of Our reasonable attorney fees and other costs incurred by Us to collect any fees or charges due Us under this Agreement following Your breach of Section 6.2 (Invoicing and Payment)

14.7. Assignment. Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of the other party (not to be unreasonably withheld). Notwithstanding the foregoing, either party may assign this Agreement in its entirety (including all Order Forms), without consent of the other party, to its Affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets not involving a direct competitor of the other party. A party's sole remedy for any purported assignment by the other party in breach of this paragraph shall be, at the non-assigning party's election, termination of this Agreement upon written notice to the assigning party. In the event of such a termination, We shall refund to You any prepaid fees covering the remainder of the term of all subscriptions after the effective date of termination. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties, their respective successors and permitted assigns.

14.8. Entire Agreement. This Agreement, including all exhibits and addenda hereto and all Order Forms, constitutes the entire agreement between the parties and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. No modification, amendment, or waiver of any provision of this Agreement shall be effective unless in writing and either signed or accepted electronically by the party against whom the modification, amendment or waiver is to be asserted. However, to the extent of any conflict or inconsistency between the provisions in the body of this Agreement and any exhibit or addendum hereto or any Order Form, the terms of such exhibit, addendum or Order Form shall prevail. Notwithstanding any language to the contrary therein, no terms or conditions stated in Your purchase order or other order documentation (excluding Order Forms) shall be incorporated into or form any part of this Agreement, and all such terms or conditions shall be null and void.

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