

Vlocity Online Subscription Agreement

Last updated on: July 27, 2017

THIS VLOCITY SUBSCRIPTION AGREEMENT (THE “AGREEMENT”) IS BY AND BETWEEN VLOCITY INC., WITH BUSINESS OFFICES LOCATED AT 50 FREMONT STREET, Suite 2250, SAN FRANCISCO, CA 94105, (“VLOCITY”), AND YOU (THE “CUSTOMER”). THIS AGREEMENT SHALL BE EFFECTIVE AS OF THE DATE OF ELECTRONIC ACCEPTANCE BY CLICKING A BOX INDICATING ACCEPTANCE OR BY EXECUTING AN ORDER THAT REFERENCES THIS AGREEMENT (“EFFECTIVE DATE”).

THIS AGREEMENT GOVERNS ANY FREE TRIAL PERIODS FOR VLOCITY SERVICES AND ANY USAGE THEREAFTER BY CUSTOMER AND USERS, WHETHER PAID OR NOT. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, DURING ANY TRIAL PERIOD, THE SERVICES ARE PROVIDED “AS IS” WITH NO WARRANTY.

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. 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 SERVICES.

The parties agree as follows:

1. DEFINITIONS

- 1.1. “Affiliate” means any entity that directly or indirectly controls, is controlled by, or is under common control with the subject entity.
- 1.2. “Control,” for purposes of this definition, means director indirect ownership or control of more than 50% of the voting interests of the subject entity.
- 1.3. “Agreement” means this Master Subscription Agreement and any exhibits, schedules and addenda hereto.
- 1.4. “Beta Services” means Vlocity services or functionality that may be made available to Customer 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.
- 1.5. “Content” means information obtained by Vlocity from publicly available sources or its third party content providers and made available to Customer through the Services, Beta Services or pursuant to an Order Form, as more fully described in the Documentation.

- 1.6. "Customer" means the customer named above together with its Affiliates which have signed Order Forms.
- 1.7. "Customer Data" means electronic data and information submitted by or for Customer to the SFDC Platform.
- 1.8. "Documentation" means the applicable Service's documentation, and its usage guides and policies, as updated from time to time, accessible via login to the applicable Service.
- 1.9. "Malicious Code" means code, files, scripts, agents or programs intended to do harm, including, for example, viruses, worms, time bombs and Trojan horses.
- 1.10. "Order Form" means an ordering document or online order specifying the Services to be provided hereunder that is entered between Customer and Vlocity or any of their Affiliates, including any addenda and supplements thereto. By entering into an Order Form hereunder, an Affiliate agrees to be bound by the terms of this Agreement as if it were an original party hereto.
- 1.11. "Services" means the software installed as a managed package on Customer's unique instance of the SFDC Platform and made available online by SFDC via <https://appexchange.salesforce.com/>. "Services" excludes Content.
- 1.12. "SFDC" means Salesforce.com.
- 1.13. "SFDC Platform" means Customer's unique instance of the online platform provided by SFDC on which the Services are installed as a managed package.
- 1.14. "User" means an individual who is authorized by Customer to use a Service, for whom Customer has purchased a subscription (or in the case of any Services provided by Vlocity without charge, for whom a Service has been provisioned), and to whom Customer (or, when applicable, Vlocity at Customer's request) has supplied a user identification and password (for Services utilizing authentication). Users may include, for example, employees, consultants, contractors and agents of Customer, and third parties with which Customer transacts business.

2. VLOCITY RESPONSIBILITIES

2.1. Provision of Services. Vlocity will (a) make the Services and Content available to Customer pursuant to this Agreement and the applicable Order Forms, (b) provide applicable Vlocity standard support for the Services to Customer at no additional charge, and/or upgraded support if purchased, (c) use commercially reasonable efforts to make the online Services available 24 hours a day, 7 days a week, except for: (i) planned downtime (of which Vlocity shall give advance electronic notice as provided in the Documentation), and (ii) any unavailability caused by circumstances beyond Vlocity's reasonable control, including, for example, an act of God, act of government, flood, fire, earthquake, civil unrest, act of terror, strike or other labor

problem (other than one involving Vlocity employees), Internet hosting or other third-party service provider failure or delay, or denial of service attack, and (d) provide the Services in accordance with laws and government regulations applicable to Vlocity's provision of its Services to its customers generally (i.e., without regard for Customer's particular use of the Services), and subject to Customer's use of the Services in accordance with this Agreement, the Documentation and the applicable Order Form.

2.2. **Interaction with Vlocity Services.** The Services operate as a managed packaged installed in Customer's instance of the SFDC Platform. Customer acknowledges and agrees that Customer Data used in conjunction with such Services will not be stored in or accessed by the Services, but rather will be stored and will persist solely in the SFDC Platform or other systems controlled by Customer. Accordingly, Vlocity shall not be responsible for failure to store, delete, correct, or destroy Customer Data or for any damage or loss to Customer Data.

2.3. **Vlocity Personnel.** Vlocity will be responsible for the performance of its personnel (including its employees and contractors) and their compliance with Vlocity's obligations under this Agreement, except as otherwise specified in this Agreement.

2.4. **Beta Services.** From time to time, Vlocity may make Beta Services available to Customer at no charge. Customer may choose to try such Beta Services or noting its sole discretion. Beta Services are intended for evaluation purposes and not for production use, are not supported, and may be subject to additional terms. Beta Services are not considered "Services" under this Agreement, however, all restrictions, Vlocity reservation of rights and Customer obligations concerning the Services, and use of Content, shall apply equally to Customer's use of Beta Services. Unless otherwise stated, any Beta Services trial period will expire upon the earlier of one year from the trial start date or the date that a version of the Beta Services becomes generally available without the applicable Beta Services designation. Vlocity may discontinue Beta Services at any time in its sole discretion and may never make them generally available. Vlocity will have no liability for any harm or damage arising out of or in connection with a Beta Service.

3. USE OF SERVICES AND CONTENT

3.1. **Subscriptions.** Unless otherwise provided in the applicable Order Form or Documentation, (a) Services and access to Content are purchased as subscriptions, (b) subscriptions may be added during a subscription term at the same pricing as the underlying subscription pricing, prorated for the portion of that subscription term remaining at the time the subscriptions are added, and (c) any added subscriptions will terminate on the same date as the underlying subscriptions.

3.2. **Usage Limits.** Services and Content are subject to usage limits specified in Order Forms and Documentation. Unless otherwise specified, (a) a quantity in an Order Form refers to Users, and the Service or Content may not be accessed by more than that number of Users, (b) a User's password may not be shared with any other individual, and (c) except as set forth in

an Order Form, a User identification may only be reassigned to a new individual replacing one who will no longer use the Service or Content. If Customer exceeds a contractual usage limit, Vlocity may work with Customer to seek to reduce Customer's usage so that it conforms to that limit. If, notwithstanding Vlocity's efforts, Customer is unable or unwilling to abide by a contractual usage limit, Customer will execute an Order Form for additional quantities of the applicable Services or Content promptly upon Vlocity's request, and/or pay any invoice for excess usage in accordance with the "Invoicing and Payment" section below.

3.3. **Customer Responsibilities.** Customer will (a) be responsible for Users' compliance with this Agreement, Documentation and Order Forms, (b) be responsible for the accuracy, quality and legality of Customer Data and the means by which Customer acquired Customer Data, (c) use commercially reasonable efforts to prevent unauthorized access to or use of Services and Content, and notify Vlocity promptly of any such unauthorized access or use, and (d) use Services and Content only in accordance with this Agreement, Documentation, Order Forms and applicable laws and government regulations.

3.4. **Usage Restrictions.** Customer will not (a) make any Service or Content available to, or use any Service or Content for the benefit of, anyone other than Customer or Users, unless expressly stated otherwise in an Order Form or the Documentation, (b) sell, resell, license, sublicense, distribute, make available, rent or lease any Service or Content, or include any Service or Content in a service bureau or outsourcing offering, (c) use a Service to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights, (d) use a Service to store or transmit Malicious Code, (e) interfere with or disrupt the integrity or performance of any Service or third-party data contained therein, (f) attempt to gain unauthorized access to any Service or Content or its related systems or networks, (g) permit direct or indirect access to or use of any Services or Content in a way that circumvents a contractual usage limit, or use any Services to access or use any of Vlocity intellectual property except as permitted under this Agreement, an Order Form, or the Documentation, copy a Service or any part, feature, function or user interface thereof, (i) copy Content except as permitted herein or in an Order Form or the Documentation, (j) frame or mirror any part of any Service or Content, other than framing on Customer's own intranets or otherwise for its own internal business purposes or as permitted in the Documentation, (k) access any Service or Content in order to build a competitive product or service or to benchmark with a non-Vlocity product or service, or (l) reverse engineer any Service (to the extent such restriction is permitted by law). Customer's or a User's intentional violation of the foregoing, or any use of the Services in breach of this Agreement, Documentation or Order Forms, by Customer or Users that in Vlocity's judgment imminently threatens the security, integrity or availability of Vlocity's services, may result in Vlocity's immediate suspension of the Services. Vlocity will use commercially reasonable efforts under the circumstances to provide Customer with an opportunity to remedy such violation or threat prior to any such suspension.

3.5. **Removal of Content.** If Vlocity is required by any third party rights holder to remove Content, or receives information that Content provided to Customer may violate applicable law

or third-party rights, Vlocity may discontinue Customer's access to such Content through the Services, and/or may notify Customer that it must discontinue all use of such Content, and to the extent not prohibited by law Customer will do so and promptly remove such Content from its systems. If Customer does not take required action in accordance with the above, Vlocity may disable the applicable Content, or Service until the potential violation is resolved. If requested by Vlocity, Customer shall confirm such deletion and discontinuance of use in writing and Vlocity shall be authorized to provide a copy of such confirmation to any such third party claimant or governmental authority, as applicable.

4. PROFESSIONAL SERVICES

4.1. Professional Services. As mutually agreed by the Parties, and in conjunction with the Services, Vlocity may perform Professional Services, which may include implementation, training, or other consulting services. Such Professional Services shall be provided for a separate fee, which will be specified in an applicable Order Form or statement of work.

5. FEES AND PAYMENT

5.1. Fees. Customer will pay all fees specified in Order Forms. Except as otherwise specified herein or in an Order Form, (i) fees are based on Services and Content subscriptions purchased and not actual usage, (ii) payment obligations are non-cancelable and fees paid are non-refundable, and (iii) quantities purchased cannot be decreased during the relevant subscription term.

5.2. Invoicing and Payment. Fees will be invoiced in advance and otherwise in accordance with the relevant Order Form. Unless otherwise stated in the Order Form, fees are due net 30 days from the invoice date. Customer is responsible for providing complete and accurate billing and contact information to Vlocity and notifying Vlocity of any changes to such information.

5.3. Overdue Charges. If any invoiced amount is not received by Vlocity by the due date, then without limiting Vlocity's rights or remedies, those charges may accrue late interest at the rate of 1.0% of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower.

5.4. Suspension of Service. If any charge owing by Customer is 30 days or more overdue, Vlocity may, without limiting its other rights and remedies, suspend Services until such amounts are paid in full, provided that, other than for customers paying by credit card or direct debit and whose payment has been declined, Vlocity has given Customer at least 10 days' prior notice that its account is overdue in accordance with the "Notices" section below.

5.5. Payment Disputes. Vlocity will not exercise its rights under the "Overdue Charges" or "Suspension of Service" section above if Customer is disputing the applicable charges reasonably and in good faith and is cooperating diligently to resolve the dispute.

5.6. Taxes. Vlocity's fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including, for example, value-added, sales, use or withholding taxes, assessable by any jurisdiction whatsoever (collectively, "Taxes"). Customer is responsible for paying all Taxes associated with its purchases hereunder. If Vlocity has the legal obligation to pay or collect Taxes for which Customer is responsible under this section, Vlocity will invoice Customer and Customer will pay that amount unless Customer provides Vlocity with a valid tax exemption certificate authorized by the appropriate taxing authority. For clarity, Vlocity is solely responsible for taxes assessable against it based on its income, property and employees.

5.7. Future Functionality. Customer agrees that its purchases are not contingent on the delivery of any future functionality or features, or dependent on any oral or written public comments made by Vlocity regarding future functionality or features.

6. PROPRIETARY RIGHTS AND LICENSES

6.1. Proprietary Rights; Reservation of Rights. All rights, title and interest in and to the Services (including without limitation all intellectual property rights therein and all modifications, extensions, customizations, script or other derivative works of the Service(s) provided or developed by Vlocity) are owned exclusively by Vlocity or its licensors. Subject to the limited rights expressly granted hereunder, Vlocity, its licensors and Content providers reserve all their right, title and interest in and to the Services and Content, including all their related intellectual property rights. No rights are granted to Customer hereunder other than as expressly set forth herein.

6.2. Access to and Use of Content. Customer has the right to access and use applicable Content subject to the terms of applicable Order Forms, this Agreement and the Documentation.

6.3. License by Customer to Use Feedback. Customer grants to Vlocity and its Affiliates a worldwide, perpetual, irrevocable, royalty-free license to use and incorporate into its services any suggestion, enhancement request, recommendation, correction or other feedback provided by Customer or Users relating to the operation of Vlocity's or its Affiliates' services.

7. CONFIDENTIALITY

7.1. Definition of Confidential Information. "Confidential Information" means all 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. Confidential Information of Customer includes Customer Data; Confidential Information of Vlocity includes the Services and Content; and Confidential Information of each party includes the terms and conditions of this Agreement and all Order Forms (including pricing), as well as business and marketing plans, technology and technical information, product plans and designs, and business processes disclosed by such party. However, Confidential Information does 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.

7.2. **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.

7.3. **Compelled Disclosure.** The Receiving Party may disclose Confidential Information of the Disclosing Party to the extent compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of the 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 that Confidential Information.

8. REPRESENTATIONS, WARRANTIES, EXCLUSIVE REMEDIES AND DISCLAIMERS

8.1. **Representations.** Each party represents that it has validly entered this Agreement and has the legal power to do so.

8.2. **Vlocity Warranties.** Vlocity warrants that during an applicable subscription term (a) the Services will perform materially in accordance with the applicable Documentation (b) it will not materially decrease the overall functionality of the Services. For any breach of a warranty above, Customer's exclusive remedies are those described in the "Termination" and "Refund or Payment upon Termination" sections below. In addition to the warranties set forth above, Vlocity further warrants that Professional Services hereunder shall be provided in a manner consistent with applicable industry standards. In the event the Professional Services fail to meet this warranty, Vlocity shall, upon notice from Customer, re-perform the nonconforming Professional Services. If Vlocity re-performs the Professional Services and such Professional Services still

fail to meet the warranty provided herein, Customer's exclusive remedies for the nonconforming Professional Services shall be a refund of any fees paid for such Professional Services or in the event fees have yet to be paid, cancellation of the payment obligation related to the nonconforming Professional Services.

8.3. Disclaimers. EXCEPT AS EXPRESSLY PROVIDED HEREIN, NEITHER PARTY MAKES ANY WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND EACH PARTY 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. CONTENT AND BETA SERVICES ARE PROVIDED "AS IS," AND AS AVAILABLE EXCLUSIVE OF ANY WARRANTY WHATSOEVER. EACH PARTY DISCLAIMS ALL LIABILITY AND INDEMNIFICATION OBLIGATIONS FOR ANY HARM OR DAMAGES CAUSED BY ANY THIRD-PARTY HOSTING PROVIDERS.

9. MUTUAL INDEMNIFICATION

9.1. Indemnification by Vlocity. Vlocity will defend Customer against any claim, demand, suit or proceeding made or brought against Customer by a third party alleging that any Service infringes or misappropriates such third party's intellectual property rights (a "Claim Against Customer"), and will indemnify Customer from any damages, attorney fees and costs finally awarded against Customer as a result of, or for amounts paid by Customer under a settlement approved by Vlocity in writing of, a Claim Against Customer, provided Customer (a) promptly gives Vlocity written notice of the Claim Against Customer, (b) gives Vlocity sole control of the defense and settlement of the Claim Against Customer (except that Vlocity may not settle any Claim Against Customer unless it unconditionally releases Customer of all liability), and (c) gives Vlocity all reasonable assistance, at Vlocity's expense. If Vlocity receives information about an infringement or misappropriation claim related to a Service, Vlocity may in its discretion and at no cost to Customer (i) modify the Services so that they are no longer claimed to infringe or misappropriate, without breaching Vlocity's warranties under "Vlocity Warranties" above, (ii) obtain a license for Customer's continued use of that Service in accordance with this Agreement, or (iii) terminate Customer's subscriptions for that Service upon 30 days' written notice and refund Customer any prepaid fees covering the remainder of the term of the terminated subscriptions. The above defense and indemnification obligations do not apply to the extent a Claim Against Customer arises from Content, or Customer's breach of this Agreement, the Documentation or applicable Order Forms.

9.2. Indemnification by Customer. Customer will defend Vlocity against any claim, demand, suit or proceeding made or brought against Vlocity by a third party alleging that any Customer Data infringes or misappropriates such third party's intellectual property rights, or arising from Customer's use of the Services or Content in breach of the Agreement, the Documentation, Order Form or applicable law (each a "Claim Against Vlocity"), and will indemnify Vlocity from any damages, attorney fees and costs finally awarded against Vlocity as a result of, or for any amounts paid by Vlocity under a settlement approved by Customer in writing of, a Claim Against

Vlocity, provided Vlocity (a) promptly gives Customer written notice of the Claim Against Vlocity, (b) gives Customer sole control of the defense and settlement of the Claim Against Vlocity (except that Customer may not settle any Claim Against Vlocity unless it unconditionally releases Vlocity of all liability), and (c) gives Customer all reasonable assistance, at Customer's expense.

9.3. Exclusive Remedy. This "Mutual 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.

10. LIMITATION OF LIABILITY

10.1. Limitation of Liability. IN NO EVENT SHALL THE AGGREGATE LIABILITY OF EACH PARTY TOGETHER WITH ALL OF ITS AFFILIATES ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED THE TOTAL AMOUNT PAID BY CUSTOMER AND ITS AFFILIATES HEREUNDER FOR THE SERVICES GIVING RISE TO THE LIABILITY IN THE TWELVE 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, BUT WILL NOT LIMIT CUSTOMER'S AND ITS AFFILIATES' PAYMENT OBLIGATIONS UNDER THE "FEES AND PAYMENT" SECTION ABOVE.

10.2. Exclusion of Consequential and Related Damages. IN NO EVENT WILL EITHER PARTY 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 A PARTY OR ITS AFFILIATES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF A PARTY'S OR ITS AFFILIATES' REMEDY OTHERWISE FAILS OF ITS ESSENTIAL PURPOSE. THE FOREGOING DISCLAIMER WILL NOT APPLY TO THE EXTENT PROHIBITED BY LAW.

11. TERM AND TERMINATION

11.1. Term of Agreement. This Agreement commences on the Effective Date and continues until all subscriptions hereunder have expired or have been terminated.

11.2. Term of Subscriptions. The term of each subscription shall be as specified in the applicable Order Form. Except as otherwise specified in an Order Form, subscriptions will 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 renewal term will increase by up to 7% above the applicable pricing in the prior term, unless Vlocity provides Customer notice of different pricing at least 60 days prior to the applicable renewal term. Except

as expressly provided in the applicable Order Form, renewal of promotional or one-time priced subscriptions will be at Vlocity's applicable list price in effect at the time of the applicable renewal. Notwithstanding anything to the contrary, any renewal in which subscription volume for any Services has decreased from the prior term will result in re- pricing at renewal without regard to the prior term's per-unit pricing.

11.3. Termination. 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.

11.4. Refund or Payment upon Termination. If this Agreement is terminated by Customer in accordance with the "Termination" section above, Vlocity will refund Customer any prepaid fees covering the remainder of the term of all Order Forms after the effective date of termination. If this Agreement is terminated by Vlocity in accordance with the "Termination" section above, Customer will pay any unpaid fees covering the remainder of the term of all Order Forms. In no event will termination relieve Customer of its obligation to pay any fees payable to Vlocity for the period prior to the effective date of termination.

11.5. Surviving Provisions. The sections titled "Fees and Payment," "Proprietary Rights and Licenses," "Confidentiality," "Disclaimers," "Mutual Indemnification," "Limitation of Liability," "Refund or Payment upon Termination," "Removal of Content," "Surviving Provisions" and "General Provisions" will survive any termination or expiration of this Agreement.

12. GENERAL PROVISIONS

12.1. Export Compliance. The Services, Content, other Vlocity technology, and derivatives thereof may be subject to export laws and regulations of the United States and other jurisdictions. Vlocity and Customer each represents that it is not named on any U.S. government denied-party list. Customer will not permit any User to access or use any Service or Content in a U.S.-embargoed country or region (currently Cuba, Iran, North Korea, Sudan, Syria or Crimea) or in violation of any U.S. export law or regulation.

12.2. Anti-Corruption. Neither party has received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from an employee or agent of the other party in connection with this Agreement. Reasonable gifts and entertainment provided in the ordinary course of business do not violate the above restriction.

12.3. Entire Agreement and Order of Precedence. This Agreement is the entire agreement between Vlocity and Customer regarding Customer's use of Services and Content and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. The parties agree that any term or condition stated in a Customer purchase order or in any other Customer order documentation (excluding Order

Forms) is void. In the event of any conflict or inconsistency among the following documents, the order of precedence shall be: (1) the applicable Order Form, (2) any exhibit, schedule or addendum to this Agreement, (3) the body of this Agreement, and (4) the Documentation.

12.4. 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.

12.5. Third-Party Beneficiaries. There are no third-party beneficiaries under this Agreement.

12.6. Notices. Except as otherwise specified in this Agreement, all notices related to this Agreement will be in writing and will be effective upon (a) personal delivery, (b) the second business day after mailing, (c) the second business day after sending by confirmed facsimile, or (d), except for notices of termination or an indemnifiable claim ("Legal Notices"), the day of sending by email. Notices to Vlocity will be addressed to the attention of the Chief Operating Officer at Salesforce West, 50 Fremont Street, Suite 2250, San Francisco, California 94105, or via email to legal@vlocity.com. Billing-related notices to Customer will be addressed to the relevant billing contact designated by Customer, and Legal Notices to Customer will be addressed to Customer and be clearly identifiable as Legal Notices. All other notices to Customer will be addressed to the relevant Services system administrator designated by Customer.

12.7. Waiver. No failure or delay by either party in exercising any right under this Agreement will constitute a waiver of that right.

12.8. Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision will be deemed null and void, and the remaining provisions of this Agreement will remain in effect.

12.9. Assignment. Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the other party's prior written consent (not to be unreasonably withheld); provided, however, either party may assign this Agreement in its entirety (including all Order Forms), without the other party's consent to its Affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets. Notwithstanding the foregoing, if a party is acquired by, sells substantially all of its assets to, or undergoes a change of control in favor of, a direct competitor of the other party, then such other party may terminate this Agreement upon written notice. In the event of such a termination, Vlocity will refund Customer any prepaid fees covering the remainder of the term of all subscriptions for the period after the effective date of such termination. Subject to the foregoing, this Agreement will bind and inure to the benefit of the parties, their respective successors and permitted assigns.

12.10. Governing Law. This Agreement, and any disputes arising out of or related hereto, will be governed exclusively by the internal laws of the State of California, without regard to its conflicts of laws rules or the United Nations Convention on the International Sale of Goods.

12.11. Venue. The state and federal courts located in San Francisco County, California will have exclusive jurisdiction over any dispute relating to this Agreement, and each party consents to the exclusive jurisdiction of those courts.

12.12. Counterparts. This Agreement may be executed electronically, by facsimile and in counterparts.

13. MISCELLANEOUS

13.1. Transacting through Reseller or Prime Contractor. If Customer procured access to the Services and Content through an authorized reseller or prime contractor (as applicable, "VAR"): (i) As applicable to the Services (including Support Services), Customer and VAR shall enter into an appropriate Order Form stating Customer's name, address, Services subscription start and end dates, Services subscription fees and payment method, together with other necessary information that Vlocity may require to provision an account for Customer; (ii) Customer shall pay fees to VAR as agreed in such Order Form, and references to the Order Form, fees and subscription term in this Agreement shall refer to such terms in the Order Form with VAR; (iii) any refund under this Agreement shall be provided to VAR instead of Customer; and (iv) Customer and VAR may enter into separate terms and conditions concerning the provision of VAR or third party products or services other than the Services. Notwithstanding the foregoing, except as specifically set forth in this Section 13, all terms of this Agreement shall exclusively govern Customer's use of the Services. Customer acknowledges that VAR is not authorized to make any warranties, representations, promises, or commitments concerning the Services, Support Services or Professional Services, as applicable, that are not authorized in writing by Vlocity, and Customer agrees that any such warranties, representations, promises, or commitments are not binding on or enforceable against Vlocity. Customer hereby unconditionally releases Vlocity from any and all liability in connection with warranties, representations or other commitments or statements made by VAR with respect to the Services, Support Services, or Professional Services, as applicable, that are inconsistent with this Agreement. Customer hereby authorizes Vlocity to provide VAR or its successor entity with access to Vlocity's business information related to the procurement and use of the Services pursuant to this Agreement, including but not limited to User names and email addresses and support cases.