

2017 Dreampitch At TrailheaDX Contest

THE CONTEST IS VOID WHERE PROHIBITED BY LAW. BY PARTICIPATING, YOU AGREE TO THESE OFFICIAL RULES.

Contest Overview: The 2017 Dreampitch at TrailheaDX contest (“Contest”) is designed to recognize startups that have built their technology stack on the Lightning, Force.com or Heroku platform or or integrated their technology stack with at least one the aforementioned platforms and meet the eligibility requirements. Sponsor will select three (3) finalists (“Finalists”) from among all eligible entries received to compete for the Grand Prize at the 2017 Dreampitch at TrailheaDX. The Finalists will present their business pitch live to a panel of judges on Thursday, June 29th at TrailheaDX in San Francisco, CA (“TrailheaDX”). **Sponsor reserves the right to terminate the Contest without awarding a prize if it does not receive a sufficient number of qualified and eligible entries. If the Contest is terminated, Sponsor will post a notice on www.salesforce.com/ventures/dreampitchdx/**

Entry Period: The Contest begins on May 15th, 2017 at 8:00:00 a.m. and ends on June 2, 2017 at 11:59:59 p.m (“Entry Period”). Entries submitted before or after the Entry Period are not valid and will not be considered. Sponsor’s computer will be the official clock of the Contest. All times in these Official Rules are Pacific Time.

Sponsor: The Contest is sponsored by Salesforce.com, inc. (“Sponsor” or “Salesforce”). In these Official Rules, the term “we,” “us,” or “our” refers to Salesforce.com, inc., and/or the Contest administrator, and the term “you,” “Entity” refers to you, the entrant, both as an individual and as part of the Entity.

Administrator: The Contest is administered by Recess Digital Inc., 1336 Electric Ave, Los Angeles, CA 90291. These Official Rules were last updated on May 14th, 2017.

Eligibility: The Contest is open only to Entities who: (a) are independent and separate legal entities (C corporation, S corporation, or LLC) domiciled in the United States; (b) are in compliance with all applicable laws, acts, regulations, rules, and ordinances (collectively “Laws”) in the state in which they are incorporated; (c) have not received more than \$2,000,000 USD in aggregate cash funding since inception; (d) have at least \$100,000 USD gross revenue on an annual run rate basis (calculated using the Entity’s gross revenue in its most recent quarter, multiplied by four (4)); (e) have built the Entity’s technology stack on the Lightning, Force.com or Heroku platform or integrated their technology stack with at least one of the aforementioned platforms; (f) are not under bankruptcy protection or have judicial liens or attachments; (g) do not promote, sell, or advertise any products, ideas, or services that fail to comply with the Laws; and (h) are not under current investigation by a government entity for criminal or civil matters (including, but not limited to, fraud,

misfeasance, or other misconduct or dishonesty). The person entering on behalf of the Entity must be a person with authority to bind the Entity to these Official Rules. Sponsor reserves the right to disqualify an entrant that Sponsor determines could potentially reflect negatively on Sponsor's image. VOID OUTSIDE OF THE UNITED STATES AND WHERE PROHIBITED BY LAW.

An Entity is not eligible to participate if: (i) any one of the company's officers, c-suite executives, directors, employees, consultants or contractors at any point since July 1, 2012: (a) is or was employed by (or worked as a consultant for) Salesforce, the Salesforce Foundation, Salesforce.org, affiliates or any of its direct or indirect wholly or majority owned subsidiaries; (b) is the immediate family (spouse, parents, siblings, and children) or household member of any of the employees, consultants or contractors in (a) above; (c) provided service as a director, officer, employee, consultant or contractor of an entity in which Sponsor, its subsidiaries or affiliates have invested or holds an ownership interest; or (ii) the Entity or any of its officers, C-suite executives or directors selected as a finalist or a winner of any sweepstakes or contest sponsored or organized by Salesforce, the Salesforce Foundation, Salesforce.org and affiliates or any of its direct or indirect wholly or majority owned subsidiaries.

Entry:

You must submit your Entity's entry at www.salesforce.com/ventures/dreampitchdx/ during the Entry Period. An Entity may only submit one entry. Incomplete entries may be disqualified. Your entry must consist of the following:

- A complete entry form application
- A URL link to a public YouTube 1-2 minute video by the Entity's founding team presenting your Entity's "elevator pitch" describing the company, company's competitive advantage, and the use of either the Lightning, Force.com or Heroku platform.
- All materials related to the entry must be in English.

By submitting an Entry, you represent and warrant that: (i) You have read and agree to these Official Rules; (ii) You have fully complied with these Official Rules; (iii) the Entity's technology stack is built on or integrated with the Lightning, Force.com or Heroku platform. We reserve the right to disqualify any entry that is offensive, as determined by us, in our sole discretion. Please ensure your entry is appropriate for all viewing audiences. We reserve the right to assess your eligibility and compliance with these Official Rules at any point during the Contest. If we require any assistance in order to assess your compliance, you must promptly provide that assistance. If you do not provide the requested assistance in a timely manner, or if we have reason to believe that you are not complying with the

Official Rules, you may be disqualified, in our sole discretion.

Judging Criteria and Process:

Round 1: Recess will judge all eligible entries received during the Entry Period and select up to ten (10) semi-finalists (“Semi-Finalists”) with the highest score according to the following Judging Criteria (“Judging Criteria”), each of which will be scored on a scale between 1 to 5 points: (a) ability of the current team to execute; (b) innovation in the existing marketplace; (c) understanding of market size and ability to capture market share; and (d) use of the Lightning, Force.com or Heroku platform. Recess may or may not reference any materials which you submit as part of the Entry.

Round 2: Sponsor will review the Semi-Finalists and select three (3) finalists (“Finalists”). The Finalists will be notified on or about June 9, 2017 that they have been selected as a Finalist. Each Finalist will be required to sign and deliver an agreement no later than June 16, 2017 attesting the Entity’s compliance with all of the Official Rules. The failure to submit an affidavit by an executive with the authority to bind the Entity in a timely way will result in disqualification.

Round 3: One or two executives representing each Finalist who have the authority to bind the Entity agree to present their live business pitch at TrailheaDX in front of a panel of judges. Each Finalist will be required to give a 5 minute presentation and answer questions raised by the judges. The Finalists will be competing for an investment opportunity of up to \$50,000 USD from Salesforce Ventures.

The executive(s) of each Finalist who will be presenting the Entity’s live business pitch at TrailheaDX agree to (i) participate in three (3) mentorship sessions during the month of June 2017 for purposes of improving their business pitch and materials, (ii) provide Sponsor with their final business pitch presentations and technical requirements no later than June 26, 2017 and (iii) participate in a dry-run on site in San Francisco, CA prior to Dreampitch at TrailheaDX. Failure to adhere to any of the aforementioned activities or provide the required materials may result in a disqualification and forfeiture of any prize.

- If a judge or participant identifies to us a conflict of interest, we will investigate and based on our findings we may or may not recuse the judge.
- Entries may be subject to a due diligence review by Sponsor or Recess at any time for eligibility and compliance with these Official Rules. Determination of eligibility and compliance is at our sole discretion, and may result in the disqualification of an entrant. Our decisions, those of Recess, and those of the judges are final and binding.
- Finalists must provide any such additional information as may be required in order to remain eligible.

- In the event of a tie, in any round, the judges will re-evaluate the tied entries according to the Judging Criteria until the tie is broken. The tied entries will be put up for a re-vote amongst the judges at the respective level until the tie is broken.

PRIZES:

Finalist Package: The three (3) qualifying Finalists with the highest scores will receive: (i) round trip domestic coach airfare travel for two (2) executives of the Entity who have the authority to bind the Entity to San Francisco, CA, (ii) double occupancy hotel accommodations from June 27th, 2017 through June 29th, 2017 in San Francisco, CA, and (iii) two (2) passes to the 2017 TrailheaDX. The actual value of the prize will vary depending on various factors, including the date of booking and the point of departure. If the Finalists reside within 100 miles of San Francisco, CA (as determined by Sponsor), Sponsor reserves the right to substitute ground transportation in lieu of airfare at its sole discretion, and any difference in value will not be awarded.

Grand Prize: During Round 3, the judges in their sole and absolute discretion and using the Judging Criteria will select one (1) Grand Prize winner. The Grand Prize winner will receive a \$50,000 USD investment opportunity from Salesforce Ventures LLC ("Salesforce Ventures") and (ii) authorization to use the Designations (as defined below) during the Term set forth below. The investment opportunity will be subject to the terms of investment between Salesforce Ventures and the Grand Prize winner. Such terms of agreement may include but are not limited to, a confidentiality agreement, a side letter agreement, a SAFE (simple agreement for future equity) or similar investment agreement, and other terms and conditions required by Salesforce Ventures. These agreements will be provided after the Grand Prize winner has been awarded an investment opportunity. A fully executed confidentiality agreement from the Grand Prize winner will be required prior to receiving the side letter, an investment document or other terms required by Salesforce. If the parties are unable to reach an agreement the Grand Prize winner will forfeit the investment opportunity.

Honorable Mention Finalist Prize: The two (2) Honorable Mention Finalists will be authorized to use the awarded Designation listed below.

Designations: The Grand Prize winner and the two (2) Honorable Mention Finalists will be authorized to use the designations listed below ("Designations") and any associated badges provided directly by Salesforce (collectively "Designations"). The limited and revocable right to use the Designations will end December 31, 2019 or unless terminated earlier by Sponsor for any reason ("Term").

- Grand Prize Winner Designation: 2017 Dreampitch at TrailheaDX Winner
- Honorable Mention Finalist Designation: 2017 Dreampitch at TrailheaDX Finalist

Winners must sign a license agreement for the use of the Designations and follow any usage guidelines provided by Sponsor. Unless terminated sooner, at the end of the Term, winners shall immediately cease using the Designations on any material and for any purpose, unless otherwise authorized in advance and in writing by Salesforce.

Finalists are responsible for paying any taxes, costs, and any expenses not listed above. Any prize details not specified above will be determined by Sponsor, in its sole discretion. Sponsor is not responsible for any cancellations, delays, diversions or substitution or any act or omission whatsoever by the air carriers, hotels, venue operators, transportation companies, or any third parties. No refund or compensation will be made in the event of the cancellation or delay of any prize element.

General Terms

By registering and participating in the Contest, you indicate your full and unconditional agreement to these Official Rules, the [Salesforce Event Terms of Service](#), [Salesforce Event Code of Conduct](#), and other instructions related to the Contest, as well as to our decisions regarding the Contest, which are final and binding. Winning a prize is contingent upon fulfilling all requirements in these Official Rules.

You acknowledge that we, other entrants or others may have developed or commissioned technology similar or identical to that of your technology or may develop something similar in the future, and you waive any claims you may have resulting from any similarities to your technology or business model.

You understand that we cannot control the information you disclose to us or our representatives in the course of participating in the Contest, or what we or our representatives will remember about your entry. You also understand that we will not restrict work assignments of representatives who have had access to your entry.

By participating in the Contest, you agree that we may use any information in our representatives' unaided memories in the development or deployment of our products or services without liability or compensation to you. You understand that you will not receive any compensation or credit from us for use of your entry in connection with this Contest. We are not responsible for any unauthorized use of your entry by those accessing or viewing

your entry.

Please note that after the Contest, the Entity may be publicized in advertisements related to the Contest. These advertisements may be distributed online and posted on our site or third-party websites. You grant us the right to use or display your entity's trademarks (including any logo or brand). If do not want to grant us the rights granted under these Official Rules and other documentation as may be required to complete the investment opportunity please do not enter this Contest.

Nothing in these Official Rules shall be interpreted as granting you permission to use or display any Sponsor trademarks (including any logo or brand) or rights in any Sponsor technologies or IP. You agree to contact us for written approval prior to promoting or publicizing your participation in and, if applicable, you winning the Contest.

We may modify any provision of these Official Rules at any time, by posting updated rules at www.salesforce.com/ventures/dreampitchdx/. You are responsible for checking this site regularly. Because we will endeavor to provide important notices to you via e-mail address you have provided at registration, it is important that you regularly check that e-mail address.

Without limiting our rights and remedies, we reserve the right, in our sole discretion, to disqualify any Entity who: (a) fails to comply with any provision of these Official Rules, the [Salesforce Event Terms of Service](#) and [Salesforce Event Code of Conduct](#); (b) cheats or tampers with the operation of the Contest, or otherwise acts in a disruptive or inappropriate manner; or (c) engages in conduct that is unlawful, offensive, or otherwise leads us to conclude, in our sole discretion, that public association with you could cause controversy or embarrassment to us or our partners.

In the event that the operation, security, or administration of the Contest is in our judgment impaired in any way, we may, in our sole discretion, without limitation: (a) suspend the Contest to address the impairment and then resume the Contest; (b) award the prize according to the criteria set forth above from among the eligible entries received up to the time of the impairment, (c) extend any deadlines; or (d) take any other reasonable action as we deem necessary and appropriate to the circumstances. Sponsor reserves the right in its sole and absolute discretion to cancel, terminate, modify or suspend all or any part of the Contest for any reason, and to select a winner from among the applicable eligible entries received up to the time of such cancellation, termination, modification or suspension, as applicable, or to proceed in such a manner as may be deemed fair and equitable by Sponsor in its sole discretion.

By entering, you agree to release, defend and hold harmless Sponsor, Recess, the judges,

and our respective parents, subsidiaries, affiliates, and each of their respective officers, directors, employees, and agents (the “Released Parties”) from and against any claim or cause of action arising out of your participation in the Contest, including, but not limited to: (a) unauthorized human intervention in the Contest; (b) technical errors that may impair your ability to participate in the Contest; (c) errors in the administration of the Contest; (d) any claim or allegation that your participation in this Contest, or your entry, was in violation of these Official Rules, or that your Entry infringes any copyright, trademark, or any other intellectual property right; and (e) claims relating to damage to persons or property relating in any way to your participation in the Contest.

Governing Law:

Except where prohibited, you agree that any and all disputes, claims, and causes of action arising out of, or connected with, the Contest or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the appropriate court located in San Francisco, California. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, your rights and obligations, our rights and obligations connection with the Contest, shall be governed by, and construed in accordance with, the laws of California without giving effect to any choice of law or conflict of law rules (whether of California or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than California.

Our failure to enforce any term of these Official Rules shall not constitute a waiver of that provision. The Contest is subject to federal, state, and local laws and regulations and is void where prohibited.

Privacy and Publicity

By submitting an entry, you grant us an irrevocable, royalty-free, worldwide rights and license to: (a) use, review and otherwise analyze any information you included as part of your entry and as part of your participation in the Contest and acceptance of any prize, including but not limited to, your participation in the and feature your entry and all its content, your technology, executives and Entity for all promotional purposes (including but not limited to, in advertisements, press releases, presentations and trade shows) in all media now known or later developed. Entity and executives participating in all activities related to the Contest, including, but not limited to, participation at TrailheadDX agree to sign any necessary documentation that may be required for us and our designees to make use of the rights you granted.

Entrant information submitted will be collected in accordance with Sponsor’s Privacy Policy, which can be found at <https://www.salesforce.com/company/privacy>. In addition, when you

submit information on a website run by a third party in connection with this Contest, your information may be used by that third party in accordance with its privacy policy.

You may be filmed or photographed while you are participating in the Contest. Except where prohibited, by participating in the Contest, you agree that we may use your name, likeness, photographs, audio-visual footage, comments, and any other record of your participation in the Contest for promotional purposes at any time and in any media now known or hereinafter devised.