

SUSTAINABILITY EXHIBIT

This sustainability exhibit (“**Sustainability Exhibit**”) is incorporated by reference into the Agreement by and between salesforce.com, inc., a Delaware corporation (“**Salesforce**”), and/or the Salesforce affiliate that is party to the Agreement (together with Salesforce, “**SFDC**”) and the supplier noted in the signature lines (“**Supplier**”). SFDC and Supplier are collectively defined as the “**Parties**” and each individually as a “**Party**.” All capitalized terms that are not expressly defined in this Sustainability Exhibit shall have the meanings assigned to them in the Agreement.

RECITAL

For Salesforce and for Supplier, the environment is a key stakeholder. Climate change is the greatest challenge humans have ever faced. Global experts agree that we need to immediately and collectively create a significant year-on-year decline in global greenhouse gas emissions in order to keep global temperature rise to 1.5°C or less. Salesforce and Supplier recognize that swift action is imperative to address climate change and that we cannot do it alone. Collaboration with other corporations, the public sector, and non-governmental organizations is a key step in driving positive change. In connection with each Party’s commitment to address climate change, the Parties acknowledge their common intention in the fulfillment of their obligations under the Agreement to mitigate climate change.

1. DEFINITIONS

“**Agreement**” means any and all agreements for the purchase of goods and/or services by SFDC from Supplier.

“**Climate Breach**” means (i) a material breach of **Section 2.2 (Carbon Neutrality; Climate Reporting)** of the Sustainability Exhibit (if applicable) or (ii) any other material breach of this Sustainability Exhibit.

“**Climate Breach (Ongoing)**” means any failure by Supplier to cure a Climate Breach, as identified in a Climate Remediation Notice, within twelve (12) months of the initial notice date.

“**Climate Remediation Fee**” means (i) with respect to **clause (i)** of the definition of Climate Breach, the Carbon Neutrality Fee (if applicable) or (ii) with respect of any other Climate Breach, one-half of one percent (0.5%) of the aggregate amount paid by SFDC to Supplier or invoiced by Supplier to SFDC over the prior twelve (12) months.

“**Effective Date**” means the date on which this Sustainability Exhibit became binding upon the parties to the Agreement.

“**GHG Reporting Standard**” means the (i) Greenhouse Gas Protocol, A Corporate Accounting and Reporting Standard, Revised Edition 2015, (ii) Greenhouse Gas Protocol, GHG Protocol Scope 2 Guidance, An Amendment to the GHG Protocol Corporate Standard, 2015, and (iii) Greenhouse Gas Protocol, Corporate Value Chain (Scope 3) Accounting and Reporting Standard, Supplement to the GHG Protocol Corporate Accounting and Reporting Standard, 2011.

“**Products and/or Services**” means any goods and/or services that Supplier provides to SFDC under the Agreement.

“**Scope 1 Emissions,**” “**Scope 2 Emissions,**” and “**Scope 3 Emissions**” will each have the respective meanings set forth in the GHG Reporting Standard.

2. SUSTAINABILITY OBLIGATIONS

2.1. Improvement, Good Faith Efforts, and Representations.

- 2.1.1.** Supplier shall (i) within ninety (90) days of the Effective Date submit a letter to the Science-Based Targets initiative establishing Supplier’s commitment to set a science-based target that is aligned with reduction pathways to limit global warming to 1.5°C or less and (ii) use good faith efforts to timely set and achieve such science-based target.
- 2.1.2.** Supplier shall develop and implement a plan of continuous improvement (the “**Plan**”) with respect to the provision of the Products and/or Services to reduce the Carbon Footprint and the environmental impact of the Agreement throughout the term, including Supplier using good faith efforts to develop and set a science-based target that is aligned with reduction pathways to limit global warming to 1.5°C or less, if Supplier has not already set a science-based target, and shall promptly provide a copy of the Plan to SFDC on request. For purposes of this section: “**Carbon Footprint**” means the amount of carbon dioxide equivalent emissions (CO₂e) that will be released into the atmosphere as a result of the provision of the Products and/or Services, determined in accordance with international carbon reporting practice, being the accepted practice from time to time in relation to reporting for the purposes of the protocols to the United Nations Framework Convention on Climate Change.
- 2.1.3.** Supplier agrees to use commercially reasonable efforts, and to cooperate in good faith with SFDC and Supplier’s subcontractors, to minimize and measure as far as reasonably practicable (i) the quantity of greenhouse gas emissions related to the Agreement and (ii) the environmental impact of the Agreement.
- 2.1.4.** Supplier represents and warrants that (i) Supplier has operated in material compliance with all Environmental Laws, (ii) Supplier has not received written notice of material violation of Environmental Law with respect to the Products and/or Services or Supplier has remediated any material violations of Environmental Law for which it has received notice, and (iii) Supplier has provided SFDC with reasonable detail of all environmental practices or negative environmental impacts, that, in SFDC’s reasonable discretion, could have a material negative impact on SFDC’s reputation as a result of conflicting with SFDC’s published sustainability, carbon reduction, or renewable energy targets. For purposes of this section, “**Environmental Laws**” means any and all national, regional, or municipal legislative and regulatory provisions of an environmental nature, including, in all cases, any judgments, orders, notices, notices of infraction or non-compliance, decrees, codes, rules, directives, policies, guidelines and guides, authorizations, authorization certificates, approvals, permissions, and permits issued by any competent authorities, in each case as they may have been amended from time to time.

2.2. CARBON NEUTRALITY; CLIMATE REPORTING

2.2.1. Carbon Neutrality and Climate Reporting Definitions.

“**Carbon Neutral Basis**” means providing the Products and/or Services with a balance between emissions and offsets of greenhouse gases in such Emissions Reporting Period such that the Products and/or Services are provided with net zero greenhouse gas emissions.

“**Carbon Neutrality Attestation**” means an attestation in the form of Schedule A (currently available at https://www.salesforce.com/content/dam/web/en_us/www/documents/legal/no-index/carbon-neutrality-attestation.pdf or such successor URL as SFDC may provide). The Carbon Neutrality Attestation will be prepared in accordance with the GHG Reporting Standard and prepared utilizing the most recently available emissions factors.

“**Carbon Neutrality Fee**” means (i) with respect to Supplier’s failure to deliver the Products and/or Services on a Carbon Neutral Basis, an amount equal to the cost of carbon credits that must be purchased to offset each metric ton of CO₂e that the Total Emissions, as stated in a given Emissions Report or as reasonably determined by SFDC, exceed zero or (ii) with respect of any other breach of this **Section 2.2**,

one half of one percent (0.5%) of the aggregate amount paid by SFDC to Supplier or invoiced by Supplier to SFDC over the prior twelve (12) months.

“Emissions Report” means a written report setting out the Total Emissions for an Emissions Reporting Period substantially in the form of Schedule B (currently available at https://www.salesforce.com/content/dam/web/en_us/www/documents/legal/no-index/emissions-report.pdf or such successor URL as SFDC may provide). The Emissions Report will be prepared in accordance with the GHG Reporting Standard and prepared utilizing the most recently available emissions factors.

“Emissions Reporting Period” means (i) with respect to the first Emissions Report, the consecutive twelve (12) month period commencing on the first February 1 that occurs after the Effective Date and (ii) thereafter, the consecutive twelve (12) month period beginning on February 1 of each year and ending on January 31.

“Interim Scope 1, 2, and 3 Emissions” means (i) the emissions arising out of the provision of the Products and/or Services calculated in accordance with the applicable Greenhouse Gas Protocol sector guidance, if applicable, or (ii) a reasonable approximation of the emissions arising out of the provision of the Products and/or Services agreed to between the Parties, if applicable Greenhouse Gas Protocol sector guidance is not yet available for the relevant sector.

“Total Emissions” means (i) until Supplier is able to measure its Scope 1 Emissions, Scope 2 Emissions, and Scope 3 Emissions, the Interim Scope 1, 2, and 3 Emissions and thereafter (ii) the aggregate amount of Supplier’s Scope 1 Emissions, Scope 2 Emissions, and Scope 3 Emissions, as applicable, in each case arising out of the provision of the Products and/or Services in a given Emissions Reporting Period.

2.2.2. Throughout the term of the Agreement, Supplier shall provide the Products and/or Services under the Agreement on a Carbon Neutral Basis. All carbon credits purchased to provide the Products and/or Services on a Carbon Neutral Basis must be purchased from nationally recognized registries reasonably acceptable to the Parties and retired strictly in relation to and equivalent to the Total Emissions over the relevant Emissions Reporting Period.

2.2.3. To verify the Products and/or Services were provided on a Carbon Neutral Basis, Supplier agrees to provide SFDC with (i) a Carbon Neutrality Attestation no later than January 15 of each year and (ii) each Emissions Report no later than sixty (60) days after the expiration of the applicable Emissions Reporting Period, in each case in form and substance reasonably satisfactory to SFDC. Supplier will use commercially reasonable efforts to promptly respond to any inquiries or requests for clarification from SFDC related to any Carbon Neutrality Attestation or Emissions Report.

2.3. DISCLOSURE

2.3.1. If requested by SFDC, Supplier must provide a summary of its sustainability commitments and initiatives related to its business operation to sustainable_procurement@salesforce.com within thirty (30) business days.

2.3.2. Supplier agrees to (i) review and share with its relevant subcontractors SFDC’s relevant sustainability best practices guidance within ten (10) business days of SFDC providing such guidelines to Supplier and (ii) use commercially reasonable efforts to comply, and cause its relevant subcontractors to comply, with SFDC’s relevant sustainability best practices guidance.

2.3.3. If requested by SFDC, Supplier must deliver a report detailing the Supplier’s sustainability practices related to the provision of the Products and/or Services within thirty (30) business days after SFDC’s request.

- 2.3.4. Supplier must maintain a Sustainability Scorecard and if requested by SFDC, provide a copy of such Sustainability Scorecard to SFDC on an annual basis promptly following Supplier's receipt of a Sustainability Scorecard from Supplier's Sustainability Scorecard provider. For purposes of this section: "**Sustainability Scorecard**" means a corporate social responsibility assessment report prepared by a reputable provider that is reasonably acceptable to SFDC.
- 2.3.5. Supplier must publicly disclose its Scope 1 Emissions, Scope 2 Emissions, and Scope 3 Emissions within twelve (12) months of the Effective Date.
3. **TERMINATION.** Without affecting any other right or remedy available to it, SFDC may terminate the Agreement by giving one (1) month written notice to Supplier if the Supplier's environmental practices or negative environmental impacts, in SFDC's reasonable discretion, could have a material negative impact on SFDC's reputation as a result of conflicting with SFDC's published sustainability, carbon reduction, and renewable energy targets.
4. **EXCLUSIVE REMEDIES**
- 4.1. If SFDC reasonably determines or suspects that a Climate Breach or a Climate Breach (Ongoing), as applicable, has occurred, SFDC shall provide a written notice containing details of the Climate Breach and nominating an Appointed Beneficiary (a "**Climate Remediation Notice**") to the Supplier. Upon receipt of a Climate Remediation Notice, Supplier must promptly investigate the matter and work in good faith to remedy the Climate Breach. If Supplier is unable to resolve the Climate Breach or the Climate Breach (Ongoing), as applicable, to SFDC's reasonable satisfaction within ten (10) days of receipt of a Climate Remediation Notice, Supplier must pay the Climate Remediation Fee to the Appointed Beneficiary to purchase offsets or fund tree planting, as applicable, within thirty (30) business days of receipt of the applicable Climate Remediation Notice and promptly provide evidence of payment to SFDC. In no event shall the aggregate amount of Climate Remediation Fees paid by Supplier over the term of the Agreement exceed one percent (1%) of the aggregate amount paid or to be paid by SFDC to Supplier over the term of the Agreement. For purposes of this section: "**Appointed Beneficiary**" means (i) Cool Effect, Inc., (ii) Gold Standard Foundation, (iii) only with respect to **clause (ii)** of Climate Breach, any tree planting project on SFDC's tree planting platform (currently available at trees.salesforce.com or such successor URL as SFDC may provide), or (iv) another entity mutually acceptable to the Parties.
- 4.2. The Parties acknowledge and agree that (i) each Climate Remediation Fee is not a penalty, (ii) such amount is reasonable and proportionate to the legitimate interests of the Parties in mitigating, setting off, counteracting, and repairing the applicable Climate Breach, in part reflecting each Parties' public commitments to reduce greenhouse gas emissions, and (iii) otherwise obtaining an adequate remedy for such Climate Breach would be difficult or inconvenient. Other than termination as set forth in **Section 3** of this Sustainability Exhibit, if applicable, the payment of Climate Remediation Fees shall be SFDC's sole and exclusive remedy and Supplier's sole and exclusive liability, following the occurrence of a Climate Breach.