

AgentExchange Go-To-Market App Terms (For Partners)

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THESE AGENTEXCHANGE GO-TO-MARKET APP TERMS (COLLECTIVELY, THE “**TERMS**”) APPLY TO ANY USE BY SALESFORCE APPEXCHANGE PARTNERS OF THE AGENTEXCHANGE GO-TO-MARKET APPLICATION. BY ENTERING INTO A PARTNER APPLICATION DISTRIBUTION AGREEMENT WITH SALESFORCE THAT INCLUDES OR OTHERWISE INCORPORATES BY REFERENCE THESE TERMS (SUCH AGREEMENT, INCLUDING ANY AMENDMENTS OR ADDENDUMS THERETO, THE “**AGREEMENT**”), THE ENTITY ENTERING INTO THE AGREEMENT (“**YOU**”) AGREES TO BE BOUND BY THESE TERMS. THESE TERMS BECOME EFFECTIVE ON THE DATE THAT SUCH AGREEMENT BECOMES EFFECTIVE. UNLESS OTHERWISE NOTED HEREIN, CAPITALIZED TERMS HEREIN SHALL HAVE THE SAME MEANINGS AS SET FORTH IN THE AGREEMENT.

1. ADDITIONAL DEFINITIONS

“**Customer**” means any person or entity to whom You make a Marketplace Offer and/or enter into a Marketplace Transaction.

“**Customer Fees**” are the total aggregate fees for Customer’s purchase, procurement, access, deployment and use of a Partner Application by means of a Marketplace Transaction.

“**Ineligible Transactions**” has the meaning set forth in Section 3.9 below.

“**Marketplace Offer**” means any offer by You of the sale, provision, deployment, or grant of access or use of the Partner Application to a Customer by means of the GTM App.

“**Marketplace Transaction**” means any Transaction with a Customer using the GTM App.

“**Marketplace Subscription**” means any subscription to a Partner Application purchased, licensed, obtained, or otherwise accessed by a Customer via a Marketplace Transaction.

“**Net Revenue**” means the Customer Fees collected by SFDC’s Payment Processor Service, minus Net Revenue Exclusions.

“**Net Revenue Exclusions**” means (a) Taxes and foreign exchange costs (but not any withholding tax paid by Customer or Partner); (b) charges that arise through any fraudulent or invalid means; (c) charges that are subject to chargebacks, reversals, rejections, or disputes by a bank, credit card issuer, Customer, or the SFDC Payment Processor Service; or (d) charges for products that are not actually delivered or provided to the applicable Customer.

“**Partner Application(s)**” means the Partner Application(s) approved by SFDC for use with the GTM App as set forth in the Product Catalog.

“**Partner EULA**” or “**Your EULA**” means Your End User License Agreement or other written form of agreement with a Customer governing the Customer’s access and use of a Partner Application obtained through a Marketplace Subscription.

“**Partner Net Revenue**” means the remaining percentage, after deducting SFDC PNR, of Net Revenue payable to Partner.

“**Payment Processor Service**” means the third party provider made available by SFDC and designated by SFDC as the processor of payments received in connection with Marketplace Transactions. Any Payment Processor Service is a Non-SFDC Application.

“**GTM App**” means the online application made available by SFDC or its Affiliates to You through which You may offer and enter into Marketplace Transactions. For clarity, the GTM App does not include Your public or private listings on the SFDC AppExchange, which continue to be governed by the AppExchange Addendum to the Salesforce Partner Program Agreement.

“**GTM App Guide**” means the Salesforce AgentExchange Go-To-Market Application Guide available at <https://developer.salesforce.com/developer-centers/appexchange>, as may be updated by SFDC from time to time in its sole discretion. Please note that the GTM App may be referred to as the “Partner Marketplace App” or “PMA” in the GTM App Guide.

“**GTM App Requirements**” means any product, technical, operational, content, legal, and other requirements for Your use of the GTM App that are provided to You by SFDC, including those set forth herein and identified in the GTM App Guide.

“**SFDC PNR**” means the specified percentage, that is set forth in the Product Catalog, of Net Revenue payable to SFDC from Marketplace Transactions.

“**Transaction**” means any sale, licensing, provision, deployment, or grant of access or use of the Partner Application by You.

“**URL Terms**” means the GTM App Guide and any GTM App Requirements that are identified therein.

2. **ONBOARDING REQUIREMENTS.** Use of the GTM App is subject to the following additional terms and conditions.
 - 2.1. **Payment Account.** You must open and maintain an account with SFDC’s Payment Processor Service for use with the GTM App (Your “**Payment Processor Account**”), provide all information requested by SFDC or SFDC’s Payment Processor Service in connection therewith, and keep such information accurate.
 - 2.2. **Partner Materials.** You must provide SFDC with information and/or materials concerning Partner and/or the Partner Application (collectively, inclusive of the applications, “**Partner Materials**”) as required by SFDC for SFDC’s initial review and approval for use with the GTM App. You must keep Partner Materials accurate, correct, and current. SFDC may approve or reject Partner Materials for use with the GTM App in its sole discretion, and reserves the right to reject or revoke such approval at any time in its sole discretion. You covenant to immediately notify SFDC of any security vulnerabilities which come to be known to You regarding the Partner Materials. Failure to provide the most recent and most secure versions of Partner Materials shall constitute a material breach of these Terms.
 - 2.3. **GTM App Requirements.** Partner, Partner Application, and Partner’s use of the GTM App and its GTM App Processor Account must comply at all times with the Agreement, these Terms,

and applicable GTM App Requirements. Partner must promptly (but no later than 15 days following the change) notify SFDC and submit the product for SFDC’s re-review if Partner makes a change to the Partner Application that: (i) results in the product no longer complying with the GTM App Requirements; or (ii) renders inaccurate or untrue any of the supporting documentation provided by Partner to verify compliance with the GTM App Requirements.

3. COMMERCIAL TERMS.

- 3.1. **Marketplace Offers.** Using the tools SFDC makes available in the GTM App, You will specify the details of Your Marketplace Offers, including, without limitation, the prices, user licenses, subscription terms, and EULAs (collectively, the “**Offer Details**”), through the tools SFDC makes available in the GTM App. All Offer Details, including, without limitation, the Partner EULA, must comply with and be consistent with these Terms and any applicable product-specific terms set forth or otherwise referenced by SFDC in the Product Catalog.
- 3.2. **Marketplace Transactions.** All Marketplace Transactions must be processed by SFDC’s Payment Processor Service. For clarity, if the installation, access, and/or full use of any of the features and capabilities of the Partner Application requires a Customer to pay fees of any kind to Partner (i.e., the Partner Application integrates to or makes use of any application or other product or service for which Partner collects fees), such fees must be included in the Marketplace Transaction, and, even if they are not, shall be considered “Customer Fees” subject to the applicable SFDC PNR under these Terms. The foregoing sentence shall not apply to fees that Partner charges solely to implement the Partner Application for the applicable Customer.
- 3.3. **License Management.** Following a Marketplace Transaction, Salesforce will limit the Customer’s access to the Partner Application based on the subscription term and user licenses specified by You in Offer Details. During the Customer’s Marketplace Subscription Term, any additional user licenses, upgrades, and/or renewals of existing licenses to the Partner Application must be purchased via Marketplace Transactions.
- 3.4. **Payment Terms.** Subject to these Terms and the Processor Terms, on each business day during the Term, SFDC’s Payment Processor Service will commence the remittance to Your designated bank account of the aggregate Partner Net Revenue, if any, received by the Payment Processor Service during the prior business day. You acknowledge and agree that remittance completion times may vary based on the Processor Terms. You will bear all risk of fraud or loss, including the risk of chargebacks or credit card fraud associated with Your Marketplace Transactions. SFDC does not guarantee payment on behalf of any Customer.
- 3.5. **Reports.** SFDC will make available to You such report(s) relating to Marketplace Transactions for your Partner Applications in such format(s) as are generally made available to other Partners.
- 3.6. **Refunds.**
 - 3.6.1. **SFDC Refunds.** Subject to Section 4.4 (Billing Agent), SFDC may, in its sole discretion, provide Customers a refund of paid Customer Fees solely (a) if the

charges fall within clauses (b) through (d) of the definition of Net Revenue Exclusions or (b) pursuant to Section 5.4.1 (Term and Termination).

- 3.6.2. **Cancellations and Refunds.** Subject to Section 3.8 (Current Restrictions), You will review and process cancellations of, and provide refunds and adjustments for, your Marketplace Transactions in accordance with the cancellation and refund policy provided in Your EULA at the time of the applicable Marketplace Transaction and as otherwise required by law.
- 3.7. **Offsets, Designated Account and Reserve Account.** Subject to Section 4.5 (Billing Agent), SFDC may deduct from amounts owed to You under these Terms, or require You to reimburse SFDC for, (a) amounts refunded in accordance with Section 3.6 (Refunds) and (b) amounts overpaid to You in connection with these Terms, including, for example, Partner Net Revenue previously paid to You that falls within the Net Revenue Exclusions. SFDC reserves the right to require You to execute a Debit Authorization form authorizing SFDC to initiate Automated Clearinghouse (“ACH”) debits to the deposit account You provide to the SFDC Payment Processor Service (“**Designated Account**”). SFDC may initiate ACH debits to the Designated Account from time to time in accordance with these Terms. SFDC reserves the right to require You to execute a Debit Authorization to an additional deposit account (“**Reserve Account**”) in addition to the Designated Account and may require You to hold funds in such Reserve Account in an amount that SFDC determines in its sole discretion are necessary to meet Your obligations under these Terms. ACH returns of debit entries indicating insufficient funds (NSF), account closed, authorization revoked, payment stopped or similar ACH return codes shall be a breach of these Terms.
- 3.8. **Current Restrictions.** The GTM App does not currently support, nor will SFDC be required to support: (i) automatic renewals of Marketplace Subscriptions; (ii) withdrawals of pending Offers; (iii) cancellations of Marketplace Transactions; (iv) early termination of Marketplace Subscriptions; or (v) credits or refunds initiated by You to Customers. If You wish to withdraw an Offer, cancel a Marketplace Transaction, terminate a Marketplace Subscription, or issue a credit or refund in connection with a Marketplace Transaction, You must handle it directly with the Customer outside of the GTM App. **In no case will any such withdrawal, cancellation, termination, credit, or refund give rise to any liability of SFDC to You or to the Customer, including for a refund or damages.** SFDC may, in its sole discretion, introduce new technology to remove such limitations or assist You in resolving Customer disputes arising from these limitations.
- 3.9. **Ineligible Transactions.** In addition to the restrictions set forth in Section 3.8 above, certain Transactions may not be processed via the GTM App as described below, in this Addendum and in the GTM App Guide (collectively, “**Ineligible Transactions**”).
- 3.9.1. **Geographic Availability.** The GTM App may not be used to distribute the Partner Application to any person or entity located outside of the United States.
- 3.9.2. **Active Service Orders.** The GTM App may not be used to distribute the Partner Application where You already have an active Service Order covering distribution of the same Partner Application to the same Customer. Upon expiration of such Service

Order, You may distribute the Partner Application to such Customer using the GTM App if You have met the requirements set forth in the GTM App Guide or You may renew the applicable Service Order.

4. ALLOCATION OF RESPONSIBILITIES.

- 4.1. **Your Marketplace Offers and Transactions.** For clarity, as between SFDC and You, You are solely responsible for the accuracy, legality, and appropriateness of content, information, or other Partner Materials You make available, license, distribute, or otherwise provide to a Customer in connection with a Marketplace Offer or Transaction. For example, and without limitation, this includes the development, distribution, installation, operation, or maintenance of any Partner Application provided in connection with a Marketplace Transaction.
- 4.2. **Your Customer Relationships.** For clarity, as between SFDC and You, You are solely responsible for Your relationships with Customers following a Marketplace Offer or Transaction, including, for example and without limitation, any enforcement of or disputes under Your EULA, providing any customer or technical support for the Partner Application, or for any acts, omissions or disputes with Customers arising from or in connection with a Marketplace Transaction. Notwithstanding the foregoing, at SFDC's sole discretion, SFDC may assist in resolving any dispute between You and any Customer concerning a Marketplace Transaction but is not obligated to do so.
- 4.3. **Your Payment Processor Account.** Your access and use of Your Payment Processor Account will be subject to additional terms and conditions provided by SFDC's Payment Processor Service ("**Processor Terms**"). As between SFDC and You, You are solely responsible for Your activity in Your Payment Processor Account and must adhere to the Processor Terms at all times. If You become aware that you are in breach of the Processor Terms, You shall provide SFDC with notice of such breach and You hereby allow SFDC to forward such notice to SFDC's Payment Processor Service. You acknowledge and agree that SFDC may, and You hereby authorize SFDC to, monitor, access, and use the data in Your Payment Processor Account, share such data with SFDC's Payment Processor Service, and/or direct SFDC's Payment Processor Service to take actions related to Your Payment Processor Account in connection with the performance of SFDC's obligations hereunder and completion or resolution of any of Your Marketplace Transactions.
- 4.4. **Billing Agent.** You hereby appoint SFDC and/or the applicable SFDC Affiliate as Your authorized billing agent to act on Your behalf for the limited purpose of receiving, processing invoicing Marketplace Transactions ("**Billing Agent**"). As Billing Agent, SFDC shall instruct SFDC's Payment Processor Service in settling payments due to You for such Marketplace Transactions. You acknowledge that (a) SFDC's Payment Processor Service will (i) receive on Your behalf amounts that Marketplace Customers pay in Marketplace Transactions, (ii) process purchases, and chargebacks arising out of Marketplace Transactions, and (iii) pay You the Partner Net Revenue in accordance with Section 3.4 (Payment Terms) and (b) acknowledge that payment received by SFDC's Payment Processor Service will constitute

payment to You, and Customers' payment obligation for Marketplace Transactions will be deemed completed and discharged at that time.

- 4.5. **Taxes.** With regards to sales, use, excise, import, export, value-added, withholding and other taxes and duties assessed, incurred or required to be collected or paid (“**Taxes**”), when SFDC is legally obligated by a valid taxing authority to do so, we will charge, collect, and remit Taxes in connection with a Marketplace Transaction, and we will provide Customers with a compliant tax invoice. Except as provided by the foregoing, You are responsible for the calculation, invoicing (if required), validation and payment of all Taxes in connection with a Marketplace Transaction, excluding any taxes on any net income earned hereunder by SFDC. You will provide any relevant party to a Marketplace Transaction with any information reasonably requested to reduce or eliminate the amount of withholding or deduction for taxes or to satisfy information reporting or withholding tax obligations, in each case, with respect to any payments under these Terms. All fees and payments payable by You to SFDC under these Terms are exclusive of any applicable Taxes, deductions or withholding (including but not limited to cross-border withholding Taxes).

5. TERM AND TERMINATION.

- 5.1. **Term.** These Terms shall apply for a period of time beginning from the Effective Date until the end of the Addendum Term, unless terminated earlier by either Party as set forth in these Terms (such period of time, the “**GTM App Term**”).
- 5.2. **Suspension / Termination.** You are not required to use the GTM App in connection with any Partner Application and, subject to these Terms, may cease using the GTM App for all or any one Partner Application at any time. SFDC may terminate the GTM App Term at its sole discretion upon thirty days' written notice to You. In the event that, in SFDC's judgment, You, the Partner application, or its interoperation with SFDC's services, (i) imminently threatens the security, integrity or availability of SFDC's services (including with respect to potential unauthorized use or disclosure of Customer Data), (ii) materially breaches these Terms or the Agreement, or (iii) violates Applicable Law or third party rights, SFDC reserves the right to immediately (a) terminate the GTM App Term or (b) suspend Partner's use of the GTM App, provided that, to the extent legally permitted, SFDC will use commercially reasonable efforts under the circumstances to provide Partner with notice and an opportunity to remedy such threat, breach, or violation prior to any such suspension or termination.
- 5.3. **Effect of Termination.** Upon termination of the GTM App Term and subject to Section 5.4 (Wind Down) of these Terms, all of Your access to and use of the GTM App shall cease and You may not engage in any further Marketplace Transactions.
- 5.4. **Wind Down.**
- 5.4.1. Except where prohibited by Applicable Laws, upon the conclusion of the GTM App Term, a “Wind Down Period” will apply as to any Marketplace Subscriptions purchased before the date of termination. The “Wind Down Period” for each affected Marketplace Subscription will begin on the effective date of termination, and end on

the date that the last Marketplace Subscription term expires or terminates (for clarity, renewals will not be possible following the effective date of termination). Notwithstanding the preceding sentence, (a) SFDC may, in its sole discretion, elect not to apply a Wind Down Period if SFDC terminates the GTM App Term pursuant to Section 5.2 (Suspension/Termination), (b) SFDC may terminate the Wind Down Period if any of the circumstances set forth in clauses (i) to (iii) of Section 5.2 (Suspension/Termination) occurs during the Wind Down Period, and (c) the parties may mutually agree to terminate the Wind Down Period prior to its expiration. If the Wind Down Period does not apply or is terminated early in accordance with this Section 5.4.1, SFDC may refund prorated prepaid fees to the affected Customer, and You agree that SFDC may offset against amounts owed to You under these Terms or the Agreement or require You to reimburse SFDC for any Partner Net Revenue paid to You based on amounts refunded to the Customer in accordance with this sentence.

5.4.2. During the Wind Down Period, (a) these Terms will continue to apply to the Partner Application; and (b) You will continue to allow the procurement, deployment, access to and use of the Partner Application by existing Customers for existing Marketplace Subscriptions and will continue to support the Partner Application, in each case in accordance with these Terms and Your EULA. Subject to these Terms, upon the termination of the GTM App Term and any applicable Wind Down Period, SFDC's Payment Processor Service will pay You any remaining amounts owed to You under Section 3.4 (Payment Terms) within 30 days after termination or expiration of the applicable Wind Down Period. SFDC will have no responsibility or liability to You under these Terms for any Customer's use of the Partner Application after the end of the Wind Down Period.

6. REPRESENTATIONS AND WARRANTIES. In addition to all Partner Representations and Warranties in the Agreement, You further represent and warrant that:

- 6.1. You have full power and authority to enter into these Terms;
- 6.2. in connection with Your activities under these Terms, You and the Partner Materials will comply with applicable laws and regulations; and
- 6.3. You have all necessary intellectual property rights in the Partner Materials necessary to grant SFDC whatever rights have been granted by You in these Terms and make the Partner Application available to Customers.

7. INDEMNIFICATION. By using the Marketplace Services, You agree to add the following to the definition of "Claim Against SFDC" as defined in the Agreement: "any claim, action, demand, suit or proceeding made or brought against SFDC (i) by SFDC's Payment Processor Service arising from, related to or in connection with Your Payment Processor Account; (ii) by a Partner Customer arising from, related to, or in connection with a dispute arising from the Offer Details; or (iii) by any taxing authority alleging the nonpayment, underpayment, or failure to collect and remit or deduct any Taxes

(including any associated penalties and interest) in connection with a Marketplace Transaction, provided that (i) to (iii) shall not apply to the extent a claim, action, demand, suit or proceeding is caused by SFDC's gross negligence, intentional misconduct, non-compliance with its obligations under Applicable Law, unless attributable to inaccurate information provided by You. For clarity, the indemnification obligations set forth in this Section of these Terms are in addition to, and not in lieu of, any other indemnification obligations set forth in the Agreement and will be subject to the same processes for indemnification obligations set forth in the Agreement.

8. **SURVIVAL.** The following sections shall survive termination of the GTM App Term: Sections 1 (Definitions), 3.6 (Refunds), 3.7 (Offsets, Designated Account and Reserve Account), 4 (Allocation of Responsibilities), 5 (Term and Termination), 7 (Indemnification), 8 (Survival) and 9 (General Terms) of these Terms.

9. GENERAL TERMS.

- 9.1. **Modifications.** SFDC may from time to time, in its sole discretion, make changes to these Terms and the URL Terms from time to time. SFDC will post any change to these Terms to <https://www.salesforce.com/company/legal/> or, for the URL Terms, the page where the applicable URL Terms are located. Unless You separately agree to the changes (e.g., via a click-to-accept), You hereby agree that changes to these Terms or the URL Terms will become effective 30 days after they are posted and that You are bound by such changes, except to the extent the changes apply to new GTM App functionality or are required by Applicable Law, in which case they will be effective immediately. If You do not agree to the revised Terms or URL Terms, You shall immediately cease all use of the GTM App. Your continued use of the GTM App after such change will constitute Your consent and agreement to such changes.
- 9.2. **No Agency.** Except as set forth in Section 4.4 (Billing Agent), these Terms do not create any agency, partnership, or joint venture between the parties.
- 9.3. **Conflicting Terms.** If there is a conflict between the Agreement, these Terms and the URL Terms, then the documents will control in the following order (of decreasing precedence): these Terms, the URL Terms (unless any of the URL Terms expressly state that its terms will control over those in these Terms); and the Agreement.
- 9.4. **Headers.** Headings and captions used in these Terms are for reference purposes only and will not have any effect on the interpretation of these Terms.