



Unified Pilot Research Agreement

THIS UNIFIED PILOT RESEARCH AGREEMENT GOVERNS CUSTOMER'S USE OF AND PARTICIPATION IN ANY PILOT TESTING AND/OR DEVELOPING THE COVERED SERVICES, AS DEFINED BELOW. CAPITALIZED TERMS HAVE THE DEFINITIONS SET FORTH HEREIN.

BY ACCEPTING THIS AGREEMENT, BY (1) CLICKING A BOX INDICATING ACCEPTANCE, (2) ACKNOWLEDGING ACCEPTANCE OF THIS AGREEMENT IN A SEPARATE DOCUMENT REFERENCING OR INCORPORATING THE TERMS OF THIS AGREEMENT AND/OR (3) PARTICIPATING IN A DATA SCIENCE PROGRAM OR USING A NON-GA SERVICE, CUSTOMER AGREES TO THE TERMS OF THIS AGREEMENT. IF THE INDIVIDUAL ACCEPTING THIS AGREEMENT IS ACCEPTING ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, SUCH INDIVIDUAL REPRESENTS THAT THEY HAVE THE AUTHORITY TO BIND SUCH ENTITY AND ITS AFFILIATES TO THESE TERMS AND CONDITIONS, IN WHICH CASE THE TERM "CUSTOMER" SHALL REFER TO SUCH ENTITY AND ITS AFFILIATES. IF THE INDIVIDUAL ACCEPTING THIS AGREEMENT DOES NOT HAVE SUCH AUTHORITY, OR DOES NOT AGREE WITH THESE TERMS AND CONDITIONS, SUCH INDIVIDUAL MUST NOT ACCEPT THIS AGREEMENT AND MAY NOT USE THE SERVICES.

SFDC's direct competitors are prohibited from accessing the Covered Services, except with SFDC's prior written consent. In addition, the Covered Services may not be accessed for purposes of monitoring their availability, performance or functionality, or for any other benchmarking or competitive purposes.

This Agreement was last updated on June 2, 2023. It is effective between Customer and SFDC as of the date of Customer's accepting this Agreement.

1. Definitions.

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

"Agreement" means this Unified Pilot Research Agreement.

"Content" means information obtained by SFDC from publicly available sources or its third-party content providers and made available to Customer through the Covered Services, as may be more fully described in the Documentation.

"Covered Services" means, collectively, the Data Science Programs, Non-GA Service and Non-GA Software.

"Customer" means in the case of an individual accepting this Agreement on his or her own behalf, such individual, or in the case of an individual accepting this Agreement on behalf of a company or other legal entity, the company or other legal entity for which such individual is accepting this Agreement.

"Customer Data" means electronic data and information submitted by or for Customer to the Data Science Programs or Non-GA Services, excluding (i) Content, (ii) reports, data, assessments, analyses or compilations, collected by, derived from, created by or returned by the Covered Services, including any derivative works thereof, and (iii) Non-SFDC Applications. Notwithstanding anything to the contrary, electronic data and information submitted by or for Customer to Non-GA Software is not Customer Data (or Your Data, or any comparable defined term) under the MSA or this Agreement.

"Data Science Programs" means those projects undertaken by SFDC, in which Customer shall allow SFDC to access and use Customer Data, for the purposes of (i) building, analyzing, reviewing, running, training, testing and improving algorithms and machine learning models to be used in GA Successor and Non-GA Services and/or Non-GA Software and (ii) performing analyses on the Customer Data.

"Documentation" means the applicable GA Service's Trust and Compliance documentation, and its usage guides and policies, as updated from time to time, accessible via help.salesforce.com or login to the applicable Service.

"GA Service" means the products and services that are ordered by Customer under an Order Form (as defined in the MSA), governed by a separate Main Services Agreement ("MSA") between SFDC and Customer and made available online by SFDC, including associated SFDC offline or mobile components, as described in the Documentation. "GA Services" exclude Non-GA Services and/or Non-GA Software, Content and Non-SFDC Applications.

"GA Successor Service" means any successor version of a Non-GA Service or a product or service derived from the Data Science Program that SFDC may make available as a GA Service.

“Non-SFDC Application” means a Web-based or offline software application that is provided by Customer or a third party and which may interoperate with the Covered Services, including, for example, an application that is developed by or for Customer, is listed on a marketplace, or is identified as Salesforce Labs or by a similar designation. Non-SFDC Applications may also be referred to as Third-Party Applications.

“Non-GA Service” means an application, feature, function or other technology that SFDC and/or its affiliate (i) has made available to Customer, (ii) has not made generally available to its customers, and (iii) has designated as pilot, beta, limited release, developer preview, or by description of similar import. Non-GA Service excludes Content, Non-GA Software and Non-SFDC Applications.

“Non-GA Software” means software products that SFDC and/or its Affiliates (i) has made available to Customer for deployment on Customer’s premise, and all related Documentation for and any support and maintenance releases of the same software products (but excluding any Data Science Programs, GA Service or Non-GA Service, Content, Non-SFDC Application, Customer infrastructure and third-party hosting providers), (ii) has not made generally available to its customers, and (iii) has designated as pilot, beta, limited release, developer preview, or by description of similar import.

“Users” means individuals who are authorized by Customer to use the Covered Services, and have been supplied user identifications and passwords by Customer (or by SFDC at Customer's request). Users may include but are not limited to employees, consultants, contractors and agents of Customer.

2. **Use of Non-GA Service and Content.** SFDC shall make the Non-GA Service, and Content available to Customer, and, in the case of the Non-GA Software, SFDC shall grant Customer a non-transferable, non-sublicensable, non-exclusive license to use the Non-GA Software in object code form, at no charge, subject to (i) the terms of this Agreement and (ii) the Documentation applicable to the Covered Services and the GA Services used in conjunction with the Covered Services. Customer shall allow only Users to access the Non-GA Service and/or Non-GA Software, and only for the purpose(s) described by SFDC. Non-GA Services and/or Non-GA Software are for evaluation purposes only, are provided as-is, are not supported, and may be subject to additional terms as set forth in supplemental exhibits.
3. **Protection of Customer Data.** SFDC will maintain appropriate administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Customer Data, as described in the Security, Privacy and Architecture for Non-GA Services Offered Under The Unified Pilot Research Agreement at <https://www.salesforce.com/company/legal/agreements/>. Those safeguards will include, but will not be limited to, measures designed to prevent unauthorized access to or disclosure of Customer Data (other than by Customer or Users). The terms of the Data Processing Addendum to the Unified Pilot Research Agreement at <https://www.salesforce.com/company/legal/agreements/> (“UPRA DPA”) are hereby incorporated by reference and shall apply to the extent Customer Data includes Personal Data, as defined in the UPRA DPA. To the extent Personal Data from the European Economic Area (EEA), the United Kingdom and Switzerland are processed by SFDC, the Standard Contractual Clauses shall apply, as further set forth in the UPRA DPA. For the purposes of the Standard Contractual Clauses, Customer and its Authorized Affiliates (as defined in the UPRA DPA) are each the data exporter, and Customer's acceptance of this Agreement shall be treated as its acceptance of the Standard Contractual Clauses and appendices.
4. **External-Facing Services.** To the extent applicable to the Covered Services, Customer will comply with, and be responsible for Users’ compliance with, SFDC’s Acceptable User and External-Facing Services Policy at <https://www.salesforce.com/company/legal/>, and be solely responsible for complying with applicable law in any use of cookies or other tracking technologies on such websites.
5. **Non-SFDC Applications and Content.** Access to and use of Content and Non-SFDC Applications shall be governed by the applicable sections of the Customer’s MSA for the corresponding GA Service and any applicable Documentation.
6. **License Granted by Customer.** The license to host, copy, transmit and display Customer Data and any Non-SFDC Applications set forth in the MSA governing the use of GA Services shall apply to Customer Data or any Non-SFDC Application submitted or provided to SFDC (in the case of a Non-SFDC Application), for use with the Covered Services. SFDC represents and warrants that it has measures in place as described in the Documentation to prevent sharing of Customer Data with other customers, unless authorized to do so in writing by Customer. With respect solely to the Data Sciences Program, (i) Customer acknowledges that SFDC may access Customer Data submitted to the Covered Services in connection with the Data Sciences Program for the purpose of training and improving the Covered Services and any other of SFDC’s current and future features, products and/or services; and (ii) Customer unconditionally grants to SFDC a perpetual, irrevocable, non-exclusive, worldwide, royalty-free, license to use Customer Data to perform and compile analyses of the Customer Data for use and incorporation into current and future products or services.
7. **Proprietary Rights.** Subject to the limited rights expressly granted under this Agreement, SFDC and its licensors reserve all rights, title and interest in and to the Covered Services (including reports, data, assessments, analyses or compilations of Customer Data, collected by, derived from, created by or returned by the Covered Services, including any derivative works thereof) and Content, including all related intellectual property rights. No rights are granted to Customer hereunder other than as expressly set forth herein. Subject to the limited licenses granted herein, SFDC acquires no right, title or interest from Customer or its licensors under this Agreement in or to Customer Data, Non-SFDC Applications or program code.

- 8. Feedback and Training.** Customer agrees to provide ongoing feedback to SFDC regarding the Covered Services. SFDC shall have a royalty-free, worldwide, irrevocable, perpetual license to use and incorporate into the Covered Services and GA Successor Services any suggestion, enhancement request, recommendation, correction or other feedback provided by Customer or Users, relating to the operation of the Covered Services and GA Successor Services for use by SFDC and users of its offerings. At SFDC's reasonable request, Users shall participate in training at no charge.
- 9. Protection of Confidential Information.** Information that is disclosed by one party (the "**Disclosing Party**") to the other party (the "**Receiving Party**") in connection with this Agreement that is identified as confidential or that would reasonably be understood to be confidential based on the nature of the information or the circumstances surrounding its disclosure, is Confidential Information of the Disclosing Party. The Covered Services and all information provided or disclosed to Customer relating to the Covered Services is Confidential Information of SFDC and the Customer Data is Confidential Information of the Customer. The Receiving Party shall use the same degree of care to protect such Confidential Information that it uses to protect the confidentiality of its own confidential information of like kind (but in no event less than reasonable care) (i) not to 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, to limit access to Confidential Information of the Disclosing Party to those of its and its affiliates' Users, and other employees, contractors and agents who need such access for purposes consistent with this Agreement and who have signed confidentiality agreements with the Receiving Party containing protections no less stringent than those herein. The Receiving Party may disclose Confidential Information of the Disclosing Party if it is compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure. If the Receiving Party is compelled by law to disclose the Disclosing Party's Confidential Information as part of a civil proceeding to which the Disclosing Party is a party, and the Disclosing Party is not contesting the disclosure, the Disclosing Party will reimburse the Receiving Party for its reasonable cost of compiling and providing secure access to such Confidential Information. 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.
- 10. Term.** This Agreement shall commence on the Effective Date and will remain in effect unless terminated in accordance with the section entitled "Termination and Notices". Notwithstanding the foregoing, Customer's right to use any particular Non-GA Service and/or Non-GA Software under this Agreement will commence on the date SFDC makes such Non-GA Service and/or Non-GA Software available to Customer, and will end on the earlier of (a) the date the applicable GA Successor Service and/or Non-GA Software becomes generally available, or (b) termination in accordance with the section entitled "Termination and Notices". At the time of termination, the Customer shall destroy all copies of Non-GA Software. As a result of the Customer's participation in Data Science Programs and the grants given by the Customer under this Agreement, SFDC may develop Non-GA Services or GA Services utilizing Customer Data which may be made available beyond the Term.
- 11. Termination and Notices.** Either party may terminate this Agreement at any time without cause upon thirty (30) days' written notice to the other. Either party may terminate Customer's right to use any particular Covered Service by providing written notice (email acceptable) of such termination to the other party; the notifying party will endeavor to provide such notice thirty (30) days before the termination date. Notices to SFDC will be addressed to the applicable SFDC entity as set forth in Section 17 (SFDC Contracting Entity, Notices, Governing Law, and Venue) below. Notices to Customer will be addressed to the system administrator designated by Customer. If requested by SFDC in connection with any such termination, Customer will cooperate reasonably with SFDC to disable the Non-GA Service and/or Non-GA Software.
- 12. Customer Responsibilities.** Customer is responsible for all activities that occur in User accounts and for Users' compliance with this Agreement and for use of the Covered Services in accordance with the terms of the MSA. For the avoidance of doubt the sections entitled "Customer Responsibilities" and "Usage Restrictions" in the MSA shall apply to the Covered Services.
- 13. Third-Party Infrastructure and Platforms.** Customer acknowledges and agrees that the infrastructure used by SFDC to host Customer Data submitted to the Covered Services may be provided by a third-party hosting provider, such as, for example, Amazon Web Services, Inc.
- 14. No Warranty.** THE COVERED SERVICES AND CONTENT ARE PROVIDED "AS-IS," EXCLUSIVE OF ANY WARRANTY WHATSOEVER WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE. SFDC DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. SFDC DISCLAIMS ALL LIABILITY FOR ANY HARM OR DAMAGES CAUSED BY ANY THIRD-PARTY HOSTING PROVIDERS. The Covered Services may contain bugs or errors. Any participation in or use of the Covered Services or Content is at Customer's sole risk. Customer acknowledges that SFDC may discontinue the Covered Services at any time in its sole discretion, and may never make an applicable GA Successor Service available.
- 15. No Damages.** IN NO EVENT SHALL SFDC HAVE ANY LIABILITY HEREUNDER TO CUSTOMER FOR ANY DAMAGES WHATSOEVER, INCLUDING BUT NOT LIMITED TO DIRECT, INDIRECT, SPECIAL, INCIDENTAL,

PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR DAMAGES BASED ON LOST PROFITS, DATA OR USE, HOWEVER CAUSED AND, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, WHETHER OR NOT CUSTOMER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES UNLESS SUCH DISCLAIMER OF LIABILITY IS NOT ENFORCEABLE UNDER APPLICABLE LAW IN WHICH CASE SFDC'S LIABILITY WITH RESPECT TO THIS AGREEMENT SHALL NOT EXCEED \$1,000.00.

- 16. Relationship to Other Agreements.** Customer may be or become entitled to receive access to other SFDC services or the GA Successor Service under a separate agreement with SFDC. In such case, that separate agreement will govern Customer's access to the other SFDC services or the GA Successor Service, but will not govern Customer's access to the Covered Services or Content accessed via the Covered Services, except as otherwise noted in this Agreement.
- 17. Assignment.** Customer may not assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of SFDC (not to be unreasonably withheld).
- 18. SFDC Contracting Entity, Notices, Governing Law, and Venue.** The SFDC entity entering into this Agreement, the address to which Customer should direct notices under this Agreement, the law that will apply in any dispute or lawsuit arising out of or in connection with this Agreement, and the courts that have jurisdiction over any such dispute or lawsuit, depend on where Customer is domiciled.

For Customers domiciled in North or South America				
If Customer is domiciled in:	The SFDC entity entering into this Agreement is:	Notices should be addressed to:	Governing law is:	Courts with exclusive jurisdiction are:
Any country other than Brazil or Canada	Salesforce, Inc. (f/k/a salesforce.com, inc.), a Delaware corporation	Salesforce Tower, 415 Mission Street, 3rd Floor, San Francisco, California, 94105, U.S.A., attn: VP, Worldwide Sales Operations, with a copy to attn: General Counsel	California and controlling United States federal law	San Francisco, California, U.S.A.
Brazil	Salesforce Tecnologia Ltda.	Av. Jornalista Roberto Marinho, 85, 14º Andar - Cidade Monções, CEP 04576-010 São Paulo - SP	Brazil	São Paulo, SP, Brazil
Canada	salesforce.com Canada Corporation, a Nova Scotia corporation	Salesforce Tower, 415 Mission Street, 3rd Floor, San Francisco, California, 94105, U.S.A., attn: VP, Worldwide Sales Operations, with a copy to attn: General Counsel	Ontario and controlling Canadian federal law	Toronto, Ontario, Canada

For Customers domiciled in Europe, the Middle East, or Africa				
If Customer is domiciled in:	The SFDC entity entering into this Agreement is:	Notices should be addressed to:	Governing law is:	Courts with exclusive jurisdiction are:
Any country other than France, Germany, Italy, Spain, or the United Kingdom	SFDC Ireland Limited, a limited liability company incorporated in Ireland	Salesforce UK Limited, Floor 26 Salesforce Tower, 110 Bishopsgate, London, EC2N 4AY, United Kingdom, attn: VP, Sales Operations, with a copy to attn.: Legal Department - Salesforce Tower, 60 R801, North Dock, Dublin, Ireland	England	London, England
France	salesforce.com France, a French S.A.S company with a share capital of 37,000 €, registered with the Paris Trade Registry under number 483 993 226 RCS Paris, Registered office: 3 Avenue Octave Gréard, 75007 Paris, France	Salesforce UK Limited, Floor 26 Salesforce Tower, 110 Bishopsgate, London, EC2N 4AY, United Kingdom, attn: VP Sales Operations, with a copy to attn.: Legal Department - Service Juridique, 3 Avenue Octave Gréard, 75007 Paris, France	France	Paris, France

Germany	salesforce.com Germany GmbH, a limited liability company, incorporated in Germany	Salesforce UK Limited, Floor 26 Salesforce Tower, 110 Bishopsgate, London, EC2N 4AY, United Kingdom, attn: VP, Sales Operations, with a copy to attn.: Legal Department - Erika-Mann-Strasse 31-37, 80636 München, Germany	Germany	Munich, Germany
Italy	salesforce.com Italy S.r.l., an Italian limited liability company having its registered address at Piazza Filippo Meda 5, 20121 Milan (MI), VAT / Fiscal code n. 04959160963	Salesforce UK Limited, Floor 26 Salesforce Tower, 110 Bishopsgate, London, EC2N 4AY, United Kingdom, attn: VP Sales Operations, with a copy to attn.: Legal Department	Italy	Milan, Italy
Spain	Salesforce Systems Spain, S.L., a limited liability company incorporated in Spain	Salesforce UK Limited, Floor 26 Salesforce Tower, 110 Bishopsgate, London, EC2N 4AY, United Kingdom, attn: VP, Sales Operations, with a copy to attn.: Legal Department - Paseo de la Castellana 79, Madrid, 28046, Spain	Spain	Madrid, Spain
United Kingdom	Salesforce UK Limited, a limited liability company incorporated in England	Salesforce UK Limited, Floor 26 Salesforce Tower, 110 Bishopsgate, London, EC2N 4AY, United Kingdom, attn: VP Sales Operations, with a copy to attn.: Legal Department, Salesforce UK Limited, Floor 26 Salesforce Tower, 110 Bishopsgate, London, EC2N 4AY, United Kingdom	England	London, England

For Customers domiciled in Asia or the Pacific Region

If Customer is domiciled in:	The SFDC entity entering into this Agreement is:	Notices should be addressed to:	Governing law is:	Courts with exclusive jurisdiction are:
Any country other than Australia, India, Japan, or New Zealand	salesforce.com Singapore Pte Ltd, a Singapore private limited company	5 Temasek Boulevard #13-01, Suntec Tower 5, Singapore, 038985, attn: Director, APAC Sales Operations, with a copy to attn: General Counsel	Singapore	Singapore
Australia or New Zealand	SFDC Australia Pty Ltd	201 Sussex Street, Darling Park Tower 3, Level 12, Sydney NSW 2000, attn: Senior Director, Finance with a copy to attn: General Counsel	New South Wales, Australia	New South Wales, Australia
India	salesforce.com India Private Limited, a company incorporated under the provisions of the Companies Act, 1956 of India	salesforce.com India Private Limited Torrey Pines, 3rd Floor, Embassy Golflinks Software Business Park Bangalore Karnataka 560071, India	India	Bangalore, India

Japan	Salesforce Japan Co., Ltd. (f/k/a Kabushiki Kaisha Salesforce.com), a Japan corporation	1-1-3, Marunouchi, Chiyoda-ku, Tokyo 100-0005, Japan, attn: Senior Director, Japan Sales Operations, with a copy to attn: General Counsel	Japan	Tokyo, Japan
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- 19. Agreement to Governing Law and Jurisdiction.** Each party agrees to the applicable governing law above without regard to its conflicts of laws rules, and to the exclusive jurisdiction of the applicable courts above.
- 20. Third-Party Beneficiaries.** There are no third-party beneficiaries under this Agreement.
- 21. Entire Agreement and Order of Precedence.** This Agreement constitutes the entire agreement between the parties, and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. No modification, amendment, or waiver of any provision of this Agreement shall be effective unless in writing and signed by the party against whom the change is to be asserted. In the event of any conflict or inconsistency among the following documents, the order of precedence shall be: (1) any exhibit, schedule or addendum to this Agreement, (2) the body of this Agreement and (3) the Documentation. Titles and headings of sections of this Agreement are for convenience only and shall not affect the construction of any provision of this Agreement..
- 22. Survival.** The following provisions: “Proprietary Rights,” “Protection of Confidential Information,” “Customer Responsibilities,” “No Warranty,” “No Damages,” and “Relationship to Other Agreements” shall survive the termination of this agreement.