

AMENDMENT TO THE MSA DATA PROCESSING ADDENDUM

(UK Addendum Amendment)

HOW TO EXECUTE THIS UK ADDENDUM AMENDMENT

- 1. In the table below, please include:
 - a. the full legal entity name that has signed an MSA with Salesforce;
 - b. the registered address of this legal entity;
 - c. the date of your MSA with Salesforce; and
 - d. your account number as set out on the applicable Salesforce invoice.
- 2. Please complete the information in the signature box and sign on the next page.
- 3. Send the signed amendment agreement to dataprocessing addendum@salesforce.com, indicating your account number.
- 4. This UK Addendum Amendment has been pre-signed on behalf of SFDC.

Customer Full Legal Name:	
Customer's Registered Address:	
Date of MSA:	
Account Number:	

The entity as set out in the table above ("Customer") has entered into a Main Services Agreement (formerly Master Subscription Agreement) ("MSA") and Data Processing Addendum ("DPA", jointly the "Agreement") either by way of signature or by electronic click acceptance with Salesforce, Inc. having its principal place of business at Salesforce Tower, 415 Mission Street, 3rd Floor, San Francisco, California 94105, or any of its Affiliates (as defined in the Agreement) ("SFDC"). Customer and SFDC are together referred to as the "Parties". Now the Parties wish to amend the terms of the DPA as set out in this "UK Addendum Amendment". This UK Addendum Amendment shall be effective as of the last date of the signature of the Parties listed below (the "Amendment Effective Date") unless otherwise stated herein.

This UK Addendum Amendment amends Schedule 1 of the DPA as follows:

1. Modification to section 2.11 Supervision

The last two subsections of section 2.11 Supervision under Schedule 1 of the DPA are replaced by the following provisions:

- "2.11.4 Where Customer is established in the United Kingdom or falls within the territorial scope of application of the Data Protection Laws and Regulations of the United Kingdom ("UK Data Protection Laws and Regulations"), the Information Commissioner's Office ("ICO") shall act as competent supervisory authority.
- 2.11.5 Where Customer is established in Switzerland or falls within the territorial scope of application of the Data Protection Laws and Regulations of Switzerland ("Swiss Data Protection Laws and Regulations"), the Swiss Federal Data Protection and Information Commissioner shall act as competent supervisory authority insofar as the relevant data transfer is governed by Swiss Data Protection Laws and Regulations."
- 2. Modification to section 2.13 Governing Law

The provisions of section 2.13 Governing Law under Schedule 1 of the DPA are replaced by the following:

"The governing law for the purposes of clause 17 shall be the law that is designated in the Governing Law section of the Agreement. If the Agreement is not governed by an EU Member State law, the Standard Contractual Clauses will be governed by either (i) the laws of France; or (ii) where the Agreement is governed by the laws of the United Kingdom, the laws of England and Wales."

3. Modification to section 2.14 Choice of Forum and Jurisdiction

The first sentence of section 2.14 Choice of forum and jurisdiction under Schedule 1 of the DPA is replaced by the following:

"The courts under clause 18 shall be those designated in the Venue section of the Agreement. If the Agreement does not designate an EU Member State court as having exclusive jurisdiction to resolve any dispute or lawsuit arising out of or in connection with this Agreement, the parties agree that the courts of either (i) France; or (ii) where the Agreement designates the United Kingdom as having exclusive jurisdiction, the courts of England and Wales, shall have exclusive jurisdiction to resolve any dispute arising from the Standard Contractual Clauses."

4. Modification to section 2.16 Data Exports from the United Kingdom and Switzerland under the Standard Contractual Clauses

The provision of section 2.16 Data Exports from the United Kingdom and Switzerland under the Standard Contractual Clauses under Schedule 1 of the DPA are replaced by the following:

- "2.16 Data Exports from the United Kingdom under the Standard Contractual Clauses. For data transfers governed by UK Data Protection Laws and Regulations, the Mandatory Clauses of the Approved Addendum, being the template Addendum B.1.0 issued by the ICO and laid before Parliament in accordance with s119A of the Data Protection Act 2018 on 2 February 2022, as revised under Section 18 of those Mandatory Clauses ("Approved Addendum") shall apply. The information required for Tables 1 to 3 of Part One of the Approved Addendum is set out in Schedule 2 of this DPA (as applicable). For the purposes of Table 4 of Part One of the Approved Addendum, neither party may end the Approved Addendum when it changes.
- 2.17 Data Exports from Switzerland under the Standard Contractual Clauses. For data transfers governed by Swiss Data Protection Laws, the Standard Contractual Clauses also apply to the transfer of information relating to an identified or identifiable legal entity where such information is protected similarly as Personal Data under Swiss Data Protection Laws until such laws are amended to no longer apply to a legal entity."
- 5. Effect of Amendment. Subject to the modifications set forth in this UK Addendum Amendment, the Agreement remains in full force and effect.
- 6. Counterparts. This UK Addendum Amendment may be executed electronically and in counterparts.

The parties' authorized signatories have duly executed this Addendum as of the Amendment Effective Date:

CUSTOMER	SALESFORCE, INC. (F/K/A
	SALESFORCE COM, INC.) DocuSigned by:
Signature:	Signature: Sarah Pods 480909F662794E0
	Signature: Sarah Vods
Customer Legal Name:	4B0909F662794E0
	Print Name:
Print Name:	
Title:	_
	Date:
Date:	

SALESFORCE COM CANADA CORPORATION	SALESFORCE.COM FRANCE S.A.S. DocuSigned by:
Signature: Joachim Wettermark	Signature: Azelle de Fay
Print Name:	23F07561E4664A6 Print Name:
Title:	Title:
Date:	Date:
SALESFORCE COM GERMANY GMBH	SALESFORCE.COM INDIA PRIVATE LIMITED
Signature: Joachim Wettermark	Signature: Joachim Wettermark
Print Name:	Print Name:
Title:	Title:
Date:	Date:
SALESFORGE COM ITALY S.R.L.	SALESFORCE.COM SINGAPORE PTE. LTD.
Signature: Joachim Wettermark 80DACCF756BA43E	Signature: <u>Joachim Wettermark</u>
Print Name:	Print Name:
Title:	Title:
Date:	Date:
SALESFORCE JAPAN CO., LTD. (F/K/A KABUSHIKI KAISHA SALESFORCE.COM)	SALESFORCE SYSTEMS SPAIN, S.L.
Signature: Shinihi Kuide	Signature: Joachim Wettermark 80DACCF756BA43E
Print Name:	Print Name:
Title:	Title:
Date:	Date:
SALESFORCE TECNOLOGIA LTDA. Docusigned by:	SALESFORCE UK LIMITED (F/K/A
Signature: Marcio Mendes	SALESFORCE COM EMEA LIMITED) Signature: Jealum Wettermark
Print Name:	80DACCF756BA43E
Title:	Print Name:
Date:	Title:
	Date:

SFDC AUSTRALIA PTY, LTD. DocuSigned by:	SFDC IRELAND LIMITED DocuSigned by:
Signature: Joachim Wettermark	Signature: Sioblian Dowling
Print Name:	Print Name:
Title:	Title:
Date:	Date:
SALESFORCE ORG, LLC	SALESFORCE ORG EMEA LIMITED Docusigned by:
Signature: Sarah Dods	Signature: Sam Chung
4B0909F662794E0 Print Name:	Print Name:
Title:	Title:
Date:	Date:
CLOUDCRAZE SOFTWARE LLC	DEMANDWARE, LLC Docusigned by:
Signature: Sarah Dods	Signature: Sarah Pods
4B0909F662794E0 Print Name:	Print Name:
Title:	Title:
Date:	Date:
EVERGAGE, LLC DocuSigned by:	HEROKU, INC.
Signature Sarah Pods	Signature: Sarah Dods
4B0909F662794E0 Print Name:	4B0909F662794E0 Print Name:
Title:	Title:
Date:	Date:
KRUX DIGITAL, LLC Docusigned by:	MULESOFT, LLC Docusigned by:
Signatur S: avall Dods	Signature: Sarah Dods
4B0909F662794E0 Print Name:	4B0909F662794E0 Print Name:
Title:	Title:
Date:	Date:

SLACK TECHNOLOGIES LIMITED DocuSigned by:	SLACK TECHNOLOGIES, LLC DocuSigned by:
Signature: David Dempsey 2E0ACB50DC234C3	Signature: Savale Dods
Print Name:	Print Name:
Title:	Title:
Date:	Date:
TABLEAU SOFTWARE, LLC DocuSigned by:	TABLEAU INTERNATIONAL UNLIMITED COMPANY
Signature: Saval Pods	Signature: David Dempsey
4B0909F662794E0 Print Name:	Print Name:
Title:	Title:
Date:	Date:
VLOCITY, LLC DocuSigned by:	
Signature: Sarah Pods	
Print Name:	
Title:	
Date:	