

Chatter.com Agreement

THIS CHATTER.COM AGREEMENT ("AGREEMENT") GOVERNS YOUR USE OF OUR CHATTER.COM SERVICE AS DEFINED BELOW. THIS AGREEMENT IS BETWEEN YOU AND SALESFORCE.COM, INC., A CORPORATION LOCATED AT THE LANDMARK @ ONE MARKET, SUITE 300, SAN FRANCISCO, CALIFORNIA 94105, UNITED STATES OF AMERICA.

IF YOU PURCHASE SERVICES FROM US, YOUR PURCHASE AND ONGOING USE OF THOSE PURCHASED SERVICES WILL BE GOVERNED BY OUR MASTER SUBSCRIPTION AGREEMENT AT <http://www.salesforce.com/company/msa.jsp>, AND YOU HEREBY AGREE TO SUCH MASTER SUBSCRIPTION AGREEMENT.

IF YOU HAVE ENTERED INTO OR ENTER INTO A MASTER SUBSCRIPTION AGREEMENT WITH US, THAT MASTER SUBSCRIPTION AGREEMENT SHALL NOT APPLY TO THE CHATTER.COM SERVICE, AND THE CHATTER.COM SERVICE SHALL NOT BE CONSIDERED A SERVICE OR PRODUCT OR PART OF ANY SERVICE OR PRODUCT UNDER SUCH MASTER SUBSCRIPTION AGREEMENT, UNLESS EXPRESSLY AGREED IN WRITING BY US.

BY CLICKING A BOX INDICATING YOUR ACCEPTANCE, YOU AGREE TO THIS AGREEMENT. IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY AND ITS AFFILIATES TO THIS AGREEMENT, IN WHICH CASE THE TERMS "YOU" OR "YOUR" SHALL REFER TO SUCH ENTITY AND ITS AFFILIATES. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE WITH THIS AGREEMENT, YOU MUST NOT ACCEPT THIS AGREEMENT AND MAY NOT USE THE CHATTER.COM SERVICE.

You may not access the Chatter.com Service if You are Our direct competitor, except with Our prior written consent. In addition, You may not access the Chatter.com Service for purposes of monitoring its availability, performance or functionality, or for any other benchmarking or competitive purposes.

This Agreement was last updated on July 12, 2011. It is effective between You and Us as of the date of Your acceptance of this Agreement.

1. DEFINITIONS

"**Chatter.com Service**" means the online, Web-based service as described in this Agreement and the User Guide, and as provided by Us via <http://www.chatter.com> to You free of charge following Your online acceptance of, and subject to the terms of, this Agreement.

"**Third-Party Application**" means a web application that is provided by a third party and interoperates with the Chatter.com Service, including but not limited to those listed on the AppExchange.

"**User Guide**" means the online user guide for the Chatter.com Service, accessible via <http://www.Chatter.com>, as updated from time to time.

"**We**," "**Us**" or "**Our**" means salesforce.com, inc. a Delaware corporation located at The Landmark @ One Market, Suite 300, San Francisco, California, 94105, United States of America.

"**You**" or "**Your**" means you, the individual accepting this Agreement, and/or if applicable the company or other legal entity for which You are accepting this Agreement.

"**Your Data**" means all electronic data or information submitted by You to the Chatter.com Service.

2. PROVISION AND USE OF CHATTER.COM SERVICE

2.1 Provision of Chatter.com Service. We shall make a subscription of the Chatter.com Service available to You subject to the terms of this Agreement. Your subscription is for Your use only and cannot be shared or used by anyone else. We may suspend or terminate Your access to the Chatter.com Service immediately without any liability, upon notice to You, if in Our sole judgment You have violated the terms of this Agreement or the User Guide. We may also suspend or terminate Your use of the Chatter.com Service, or condition Your continued use on additional terms communicated to You, in the event Your continued use, in Our sole judgment, poses an undue or disproportionate

burden on the Chatter.com Service, Our systems, or Our networks. We may modify the functionality of the Chatter.com Service and its application programming interface at any time in Our sole discretion, and such modifications could result in a loss of Your Data associated with that functionality. Your use of the Chatter.com Service is at Your sole risk.

2.3 Your Responsibilities. You shall (i) be responsible for Your compliance with this Agreement and all activities occurring within or from Your account, (ii) be solely responsible for the accuracy, quality, integrity and legality of, and for the means by which You acquired Your Data, and Your use of the Chatter.com Service (iii) use commercially reasonable efforts to prevent unauthorized access to or use of the Chatter.com Service, and notify Us promptly of any such unauthorized access or use, and (iv) use the Chatter.com Service only in accordance with the User Guide and applicable laws and government regulations. You shall not (a) sell, resell, rent or lease the Chatter.com Service, (b) use the Chatter.com Service to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights, (c) use the Chatter.com Service to store or transmit malicious code or malware, or to engage in phishing or other fraudulent activity, (d) interfere with or disrupt the integrity or performance of the Chatter.com Service or third-party data contained therein, or (e) attempt to gain unauthorized access to the Chatter.com Service or Our systems or networks. In addition, in using the Chatter Free Service, You shall not:

- impersonate any other person;
- falsely say or imply that You are associated with another person or entity;
- submit content in exchange for payment or other consideration from another person or entity, or otherwise use the Chatter.com Service in connection with unsolicited commercial messages;
- violate any anti-spam or similar law;
- collect information about other Chatter.com Service users without their express consent;
- use the Chatter.com Service if You are under 18;
- use or enable the use of any automated system that calls to the Chatter.com Service more frequently than may reasonably be performed by a human user using a standard web browser; or
- submit or link to any content that:
 - infringes or violates the intellectual property or other rights of any person or entity;
 - intentionally interferes with the operation of the Chatter.com Service;
 - violates anyone's privacy or publicity rights;
 - breaches any duty of confidentiality that You owe to anyone;
 - provides any non-public information about Us or any other company or person without authorization (including the names and contact information for other Chatter.com Service users)
 - is harassing, defamatory, abusive, lewd, pornographic, obscene or otherwise objectionable;
 - contains or installs any viruses, worms, bugs, Trojan horses, malware or other code, files or programs designed or having the capability to disrupt, damage or limit the functionality of any software or hardware; or
 - contains false or deceptive language, unsubstantiated or comparative claims regarding Our or others' products, advertising, commercial referrals, promotional contests or games, chain letters, or any other commercial solicitations.

2.3 Public Email Domains. You understand that to limit the access of Your Data to You and to those to whom You have given permission to access it, You may not use a public email domain (i.e., an email domain that is generally available for any member of the public to join) for the Chatter.com Service. If You were to use a public email domain for the Chatter.com Service, any other individuals

also using that public email domain in connection with the Chatter.com Service would have access to Your Data. For Your protection, in the event that You use a public email domain for the Chatter.com Service, or if We reasonably believe that You are using a public email domain in Your Chatter.com Service account, We may deactivate Your account and/or terminate this Agreement without notice, which may result in the deletion of Your Data.

2.4 Tracking and Analysis. We may track and analyze Your use of the Chatter.com Service for the purpose of helping Us improve both the Chatter.com Service and Your experience in using the Chatter.com Service. We may disclose such data about Your use of the Chatter.com Service ("Usage Statistics") to third parties for the purpose of assisting Us in such tracking and analysis, or as required by law; We will not disclose such Usage Statistics to third parties for any other purpose. Except when required by law, in disclosing Usage Statistics to a third party, We will make such Usage Statistics anonymous so as to not disclose Your identity to such third party.

2.5 Data Storage. The amount of Your Data which We retain and/or the time period for which We retain it at no charge, may be limited in Our discretion. Additionally, upon any termination of this Agreement other than conversion of Your Chatter.com Service account to a paid salesforce.com online service account, Your Data will be permanently deleted.

3. THIRD-PARTY PROVIDERS

3.1 Acquisition of Third-Party Products and Services. Any acquisition or use by You of third-party products or services, including but not limited to Third-Party Applications or websites or services operated by third parties, and any exchange of data between You and any third-party provider, is solely between You and the applicable third-party provider. We do not warrant or support third-party products or services, whether or not they are designated by Us as "certified" or otherwise, and whether or not You are introduced to such third party products or services by Us or anyone else in connection with Your use of the Chatter.com Service.

3.2 Third-Party Applications and Your Data. If You install or enable a Third-Party Application for use with the Chatter.com Service, You acknowledge that We may allow the provider of that Third-Party Application to access Your Data as required for the interoperation or support of such Third-Party Application with the Chatter.com Service. We shall not be responsible for any disclosure, modification, use or deletion of Your Data resulting from any such access by a Third-Party Application provider or any other user of the Chatter.com Service.

3.3 Third-Party Data Processors. We may, at Our discretion, use third party data processors to assist Us in providing the Chatter.com Service, including but not limited to processing and/or storing Your Data at the third party's site. If We do so, any such third party data processor's access to and use of Your Data will be limited to the purpose of assisting Us in providing the Chatter.com Service.

4. NO FEES

The Chatter.com Service is currently provided at no charge. We reserve the right to change Our pricing policies for the Chatter.com Service at any time on 90 days' notice given in accordance with Section 13.1 (Notices).

5. LICENSES

5.1 Our License to You.

a. Subject to the terms of this Agreement, We grant You a worldwide, non-exclusive, non-transferable license during the term of this Agreement to use the Chatter.com Service in accordance with this Agreement and the User Guide.

b. You shall not (i) permit any third party to access the Chatter.com Service except as permitted in writing by Us, (ii) create derivative works based on the Chatter.com Service, (iii) copy, frame or mirror any part or content of the Chatter.com Service, (iv) reverse engineer the Chatter.com Service, or (v) access the Chatter.com Service in order to build a competitive product or service or to copy any features, functions or graphics of the Chatter.com Service.

5.2 Your License to Us. You grant Us a royalty-free, worldwide, transferable, sublicenseable, irrevocable, perpetual license to use or incorporate into Our services any suggestions, enhancement requests, recommendations or other feedback provided by You, including users, relating to the operation of Our services. You also grant to Us a royalty-free, worldwide, transferable, sublicenseable license to use and display Your Data for the purposes of providing the Chatter.com Service, and to transfer such data to Our third party service providers used by Us in providing the Chatter.com Service.

5.3 Federal Government End Use Provisions. We provide the Chatter.com Service, including related software and technology, for ultimate federal government end use solely in accordance with the following: Government technical data and software rights related to the Chatter.com Service include only those rights customarily provided to the public as defined in this Agreement. This customary commercial license is provided in accordance with FAR 12.211 (Technical Data) and FAR 12.212 (Software) and, for Department of Defense transactions, DFAR 252.227-7015 (Technical Data – Commercial Items) and DFAR 227.7202-3 (Rights in Commercial Computer Software or Computer Software Documentation). If a government agency has a need for rights not conveyed under this Agreement, it must negotiate with Us to determine if there are acceptable terms for transferring such rights, and a mutually acceptable written addendum specifically conveying such rights must be included in any applicable contract or agreement.

6. PROPRIETARY RIGHTS

6.1 Our Proprietary Rights. Subject to the limited rights expressly granted hereunder, We reserve all rights, title and interest in and to the Chatter.com Service, including all related intellectual property rights subsisting therein. We grant no rights to You hereunder other than as expressly set forth herein.

6.2 Your Applications and Code. If You create applications or program code using the Chatter.com Service, You authorize Us to host, copy, transmit, display and adapt such applications and program code, solely as necessary for Us to provide the Chatter.com Service in accordance with this Agreement. Subject to the above, We acquire no right, title or interest from You or Your licensors under this Agreement in or to such applications or program code, including any intellectual property rights therein.

6.3 Your Data. Subject to the limited rights granted by You hereunder, We acquire no right, title or interest from You (or Your licensors) under this Agreement in or to Your Data, including any intellectual property rights therein.

7. EXCLUSION OF WARRANTIES

WE MAKE NO WARRANTIES OF ANY KIND WITH RESPECT TO THE CHATTER.COM SERVICE, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND WE SPECIFICALLY DISCLAIM ALL IMPLIED WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR

PURPOSE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, WE DO NOT REPRESENT OR WARRANT THAT YOUR USE OF THE CHATTER.COM SERVICE WILL MEET YOUR REQUIREMENTS OR THAT YOUR USE OF THE CHATTER.COM SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE OR FREE FROM ERROR.

8. INDEMNIFICATION

You shall indemnify Us for any damages, costs, and expenses arising out of any claim, demand, suit, or proceeding ("Claim") made or brought against Us by a third party alleging that Your Data infringe or misappropriate the intellectual property rights of a third party or violate applicable law, or arising out of Your use of the Chatter.com Service in violation of this Agreement or applicable law, and for reasonable attorney's fees incurred by Us in connection with any such Claim.

9. LIMITATION OF LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL WE HAVE ANY LIABILITY TO YOU FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, COVER OR PUNITIVE DAMAGES, HOWEVER CAUSED, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, AND WHETHER OR NOT YOU HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. WITHOUT LIMITING THE FOREGOING, WE SHALL HAVE NO LIABILITY FOR LOSS OF PROFITS, REVENUE OR DATA OR FOR INTERRUPTIONS IN SERVICE.

10. TERM AND TERMINATION

10.1 Term. This Agreement commences on the date You accept it and continues until its termination in accordance with Section 10.2 (Termination).

10.2 Termination. You may terminate Your Chatter.com Service without cause at any time upon notice to Us. We may terminate Your Chatter.com Service (a) at any time without cause upon 30 days' notice to You, or (b) immediately without notice as set forth in Section 2.1 (Provision of Chatter.com Service) or 2.3 (Public Email Domains). Upon any termination of Your Chatter.com Service, this Agreement shall also terminate, subject to Section 10.4 (Surviving Provisions).

10.3 Deletion of Data Upon Termination. Your Data will be permanently deleted upon any termination of this Agreement unless, prior to or concurrent with such termination, You enter into a new agreement with salesforce.com for continuation of the same salesforce.com Org. "Org" means Your unique instance of the Chatter.com Service, i.e., Your Data and Your specific Chatter.com Service customizations held by Us in a logically separated database (i.e., a database segregated through password-controlled access).

10.4 Surviving Provisions. Sections 6 (Proprietary Rights), 7 (Exclusion of Warranties), 8 (Indemnification), 9 (Limitation of Liability), 12 (Relationship to Other Agreements), and 13 (General Provisions) shall survive any termination or expiration of this Agreement.

11. CHANGES TO TERMS

We may make changes to this Agreement from time to time. When these changes are made, We will make a new copy of the Agreement available on this web page with a notation indicating the date on which this Agreement was last updated. You understand and agree that if You use the Chatter.com Service after the date on which this Agreement has changed, Your use will signify Your acceptance of the updated Agreement.

12. RELATIONSHIP TO OTHER AGREEMENTS.

You may be or may become entitled to receive access to other SFDC online services under a separate agreement with SFDC. In such case, that separate agreement will govern Your access to such other SFDC online services, but will not govern Your access to the Chatter.com Service. This Agreement will govern Your access to the Chatter.com Service but not Your access to other SFDC online services.

13. GENERAL PROVISIONS

13.1 Notices. Except as otherwise specified in this Agreement, all notices, permissions and approvals hereunder shall be in writing and shall be deemed to have been given upon: (a) personal delivery, (b) the second business day after mailing, (c) the second business day after sending by confirmed facsimile, or (d) the first business day after sending by email. Notices to Us shall be addressed to the attention of Salesforce.com, inc., The Landmark @ One Market, Suite 300, San Francisco, California, 94105, U.S.A., Attention: VP, Worldwide Sales Operations, with a copy to Our General Counsel, Fax (415) 901-7040. Notices to You shall be addressed to the system administrator designated by You for Your relevant Chatter.com Service account.

13.2 Governing Law and Jurisdiction. This Agreement, and any disputes arising out of or related hereto, shall be governed exclusively by the internal laws of the State of California and controlling United States federal law, without regard to their conflicts of laws rules or the United Nations Convention on the International Sale of Goods.

13.3 Venue; Waiver of Jury Trial. The state and federal courts located in San Francisco County, California shall have exclusive jurisdiction to adjudicate any dispute arising out of or relating to this Agreement. Each party hereby consents to the exclusive jurisdiction of such courts. Each party hereby waives any right to jury trial in connection with any action or litigation in any way arising out of or related to this Agreement. Each party agrees to the applicable governing law above without regard to choice or conflicts of law rules, and to the exclusive jurisdiction of the applicable courts above.

13.4 Confidentiality. As used herein, "Confidential Information" means all information exposed or provided to You by Us (a) within the Chatter.com Service, or (b) otherwise that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure, including but not limited to the Chatter.com Service and the User Guide. However, Confidential Information shall not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to Us, (ii) was known to the You prior to its disclosure by Us without breach of any obligation owed to Us, as demonstrated by written records, (iii) is received from a third party without breach of any obligation owed to Us, or (iv) was independently developed by You without reference to the Confidential Information, as demonstrated by written records. Except as otherwise permitted in writing by Us, You shall not disclose or use any Confidential Information of Ours for any purpose outside the scope of this Agreement. If You are compelled by law to disclose any Confidential Information, You shall give Us prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at Our cost, if We wish to contest the disclosure. Notwithstanding anything to the contrary in this Agreement, Usage Statistics are not Confidential Information and do not constitute Your Data.

13.5 Export Compliance. Each party shall comply with the export laws and regulations of the United States and other applicable jurisdictions in providing and using the Chatter.com Service. Without limiting the foregoing, (a) each party represents that it is not named on any U.S. government list of persons or entities prohibited from receiving exports, and (b) it shall not access or use the Chatter.com Service in violation of any U.S. export embargo, prohibition or restriction.

13.6 Relationship of the Parties. The parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties.

13.7 No Third-Party Beneficiaries. There are no third-party beneficiaries to this Agreement.

13.8 Waiver and Cumulative Remedies. No failure or delay by either party in exercising any right under this Agreement shall constitute a waiver of that right. Other than as expressly stated herein, the remedies provided herein are in addition to, and not exclusive of, any other remedies of a party at law or in equity.

13.9 Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision shall be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this Agreement shall remain in effect.

13.10 Assignment. You may not assign any of Your rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of SFDC. SFDC may assign this Agreement, in whole or in part, without Your consent in its sole discretion. A party's sole remedy for any purported assignment by the other party in breach of this paragraph shall be, at the non-assigning party's election, termination of this Agreement upon written notice to the assigning party. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties, their respective successors and permitted assigns.

13.11 Entire Agreement. 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 either signed or accepted electronically by the party against whom the modification, amendment or waiver is to be asserted.