

Master Subscription Agreement for Desk.com Services

THIS MASTER SUBSCRIPTION AGREEMENT ("AGREEMENT") GOVERNS YOUR ACQUISITION OF DESK.COM ONLINE CUSTOMER SUPPORT APPLICATIONS (THE "DESK.COM SERVICES") FROM US AND YOUR USE OF THOSE DESK.COM SERVICES.

IF YOU REGISTER FOR A FREE TRIAL FOR THE DESK.COM SERVICES, THIS AGREEMENT WILL ALSO GOVERN THAT FREE TRIAL.

BY ACCEPTING THIS AGREEMENT, EITHER BY CLICKING A BOX INDICATING YOUR **ACCEPTANCE**, BY USING THE DESK.COM SERVICES, OR BY EXECUTING AN ORDER FORM THAT REFERENCES THIS AGREEMENT, YOU AGREE TO THE TERMS OF 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 TO THESE TERMS AND CONDITIONS, AND IN SUCH CASE THE TERMS "YOU" OR "YOUR" SHALL REFER TO SUCH ENTITY. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE WITH THESE TERMS AND CONDITIONS, YOU MUST NOT ACCEPT THIS AGREEMENT AND MAY NOT USE THE DESK.COM SERVICES.

If You have entered into or enter into a master subscription agreement with Us for non-Desk.com Services, that master subscription agreement shall not apply to the Desk.com Services, and Desk.com Services shall not be considered a service or product or part of any service or product under such master subscription agreement, unless otherwise expressly agreed in writing by Us.

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

This Agreement was last updated on June 6, 2020. It is effective between You and Us as of the date You accept this Agreement.

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1. DEFINITIONS

“Additional Products and Services” means any, some, or all of the following that You acquire from a Provider for use with the Desk.com Services but that are offered subject to terms and conditions other than this Agreement:

(a) Non-Salesforce.com Applications and other online applications and/or offline software products (including but not limited to integrations between the Desk.com Services and other on-line applications and/or off-line software products), that interoperate with the Desk.com Services; and/or

(b) consulting services relating to the deployment, implementation, enhancement and/or customization of the Desk.com Services and/or the integration of the Desk.com Services with Additional Products and Services.

"Affiliate" means any entity which 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.

"Desk.com Services" means the products and services that are ordered by You under a free trial or purchased and made available by Us online via the customer login link at <http://www.desk.com/> and/or other web pages designated by Us,

including associated offline components. "Desk.com Services" exclude Non-Salesforce.com Applications.

"Non-Salesforce.com Applications" means online applications and offline software products that are provided by entities or individuals other than Us and are clearly identified as such, and that interoperate with the Services.

"Order Form" means the documents for placing certain Purchased Services orders hereunder, including addenda thereto, that are entered into between You and Us or any of Our Affiliates from time to time, including addenda and supplements thereto. Order Forms shall be deemed incorporated herein by reference.

"Provider" means the party offering Additional Products and Services to You under terms and conditions that are separate and apart from this Agreement. Depending on the circumstances, the Provider may be (i) an individual or entity unrelated to Us or (ii) Us (or one of Our Affiliates).

"Purchased Services" means Desk.com Services that You purchase, as distinguished from those provided pursuant to a free trial.

"Users" means the individual customer service representatives who are authorized by You to use the Desk.com Services, for whom subscriptions to a Desk.com Service have been ordered, and who have been supplied user identifications and passwords by You (or by Us at Your request). Users may include but are not limited to Your employees, consultants, contractors and agents, and third parties with which You transact business.

"We," "Us" or "Our" means the salesforce.com company described in Section 13 (Who You Are Contracting With, Notices, Governing Law and Jurisdiction).

"You" or "Your" means you as an individual, or 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 Purchased Services.

2. FREE TRIAL

If You register on our website for a free trial, We will make one or more Desk.com Services available to You on a trial basis free of charge until the end of the free trial period for which you registered or are registering to use the applicable Desk.com Service. If You do not provide Your credit card or other payment information to Us before the expiration of any free trial period, Your

account will be suspended until payment information and charge authorization are provided. Additional trial terms and conditions may appear on the trial registration web page. Any such additional terms and conditions are incorporated into this Agreement by reference and are legally binding.

IF YOU ELECT TO USE THE DESK.COM SERVICES FOR THE TRIAL PERIOD AND DO NOT PURCHASE A SUBSCRIPTION BEFORE THE END OF THE TRIAL PERIOD, YOUR TRIAL SUBSCRIPTION FOR THE DESK.COM SERVICES WILL EXPIRE AT THE END OF THE TRIAL PERIOD AND SHALL NOT AUTO-RENEW. ANY DATA ENTERED INTO THE DESK.COM SERVICES BY YOU OR RECEIVED BY YOU IN CONNECTION WITH YOUR USE OF THE DESK.COM SERVICES, AND ANY CUSTOMIZATIONS THAT MAY BE MADE TO THE DESK.COM SERVICES BY YOU DURING THE FREE TRIAL PERIOD, WILL BE PERMANENTLY LOST UNLESS YOU PURCHASE A SUBSCRIPTION TO THE SAME DESK.COM SERVICES AS THOSE COVERED BY THE TRIAL BEFORE THE END OF THE TRIAL PERIOD.

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, DURING THE FREE TRIAL THE DESK.COM SERVICES ARE PROVIDED “AS-IS”, “AS-AVAILABLE”, WITHOUT ANY WARRANTY WHATSOEVER.

3. PURCHASED SERVICES

3.1. Provision of Purchased Services. We shall make the Purchased Services available to You pursuant to this Agreement and the relevant Order Forms (if applicable) during a subscription term. You agree that Your purchases hereunder are neither contingent on the delivery of any future functionality or features nor dependent on any oral or written public comments made by Us regarding future functionality or features.

3.2. User Subscriptions. Unless otherwise specified Desk.com Services are purchased as User subscriptions and may be accessed by the applicable number of Users for the applicable Desk.com Service. Traditional or full-time agent User subscriptions are for designated Users only and cannot be shared or used by more than one User but may be reassigned to new Users replacing former Users who no longer require ongoing use of the Desk.com Services. Flex or part-time agent User subscriptions may use the Desk.com Services for an unlimited amount of time each month but Your account will accrue usage charges according to the hourly rate shown in the billing section of the Desk.com Services. While logged into the Desk.com Services, a flex or part-time agent will accrue usage charges in five (5) minute increments. Unlike traditional or full-time

agents, flex or part-time agents do not increase Your Usage Limitations (as described below). You may allow an unlimited number of flex or part-time agents to access the Desk.com Service. You may also “convert” traditional or full-time agents into flex or part-time agents (or vice-versa) at any time provided that any conversion will not result in a reduction of fees and Your account will be charged a pro-rated increase to the extent Your account activity has increased.

4. USE OF THE DESK.COM SERVICES

4.1. Our Responsibilities. We shall: (i) provide Our basic support for the Purchased Services to You at no additional charge, and/or upgraded support if purchased separately, and (ii) use commercially reasonable efforts to make the Purchased Services available 24 hours a day, 7 days a week, except for: (a) planned downtime less than 15 minutes not more than once per 24 hour period (and of which We shall endeavor to give at least 24 hours notice via the Purchased Services and which We shall schedule to the extent practicable from 11:00 p.m. to 11:15 p.m. Pacific Time), (b) planned downtime greater than 15 minutes (of which We shall endeavor to give at least 48 hours notice via the Purchased Services and which We shall schedule to the extent practicable during the weekend hours from 6:00 p.m. Friday to 3:00 a.m. Monday Pacific Time), or (c) any unavailability caused by circumstances beyond Our reasonable control, including without limitation, acts of God, acts of government, floods, fires, earthquakes, civil unrest, acts of terror, strikes or other labor problems (other than those involving Our employees), Internet service provider failures or delays, or denial of service attacks.

4.2. Our Protection of Your Data. We shall not (a) modify Your Data; (b) disclose Your Data to third parties except as compelled by law in accordance with Section 8.3 (Compelled Disclosure) or unless expressly permitted in writing by You, or (c) access Your Data except as necessary to provide the Desk.com Services, to prevent or address service or technical problems, or at Your request in connection with Your customer support matters.

4.3. Your Responsibilities. You shall (i) be responsible for Users’ compliance with this Agreement, (ii) be responsible for the accuracy, quality and legality of Your Data and of the means by which You acquired Your Data, (iii) use commercially reasonable efforts to prevent unauthorized access to or use of the Desk.com Services, and notify Us promptly of any such unauthorized access or use, and (iv) use the Desk.com Services only in accordance with the Agreement and applicable laws and government regulations. You shall not (a) make the Desk.com Services available to anyone other than Users, (b) sell, resell, rent or

lease the Desk.com Services, (c) use the Desk.com Services 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, (d) use the Desk.com Services to store or transmit Malicious Code, (e) interfere with or disrupt the integrity or performance of the Desk.com Services or third-party data contained therein, or (f) attempt to gain unauthorized access to the Desk.com Services or their related systems or networks.

5. ADDITIONAL PRODUCTS AND SERVICES

5.1. Acquisition of Additional Products and Services. From time to time, We or other Providers may make Additional Products and Services available to You. Any acquisition by You of such Additional Products or Services, and any exchange of data between You and the applicable Provider of the Additional Products or Services, is solely as agreed between You and the applicable Provider in a separate agreement. We do not warrant or support Additional Products and Services under this Agreement, even if We are the Provider or the Additional Products and Services are designated by Us as “certified,” “authorized” or otherwise. Subject to Section 5.3 (Integration with Non-Salesforce.com Services), no purchase of Additional Products and Services is required to use the Desk.com Services other than a computing device, operating system, web browser and Internet connection that are supported by the Desk.com Services.

5.2. Additional Products and Services and Your Data. If You install or enable any Additional Products and Services for use with Desk.com Services, You acknowledge that We may enable the Additional Products and Services to access Your Data as required for interoperation between the Additional Products and Services and the Desk.com Services. We shall not be responsible under this Agreement for any disclosure, modification or deletion of Your Data resulting from such access.

5.3. Integration with Non-Salesforce.com Services. The Desk.com Services may contain features designed to interoperate with Non-Salesforce.com Applications (e.g., Google, Facebook or Twitter applications). To use such features, You may be required to obtain access to such Non-Salesforce.com Applications from their Providers. If the Provider of any such Non-Salesforce.com Application ceases to make the Non-Salesforce.com Application available for interoperation with the corresponding Desk.com Service features on reasonable

terms, We may cease providing such Desk.com Service features without entitling You to any refund, credit, or other compensation.

6. FEES AND PAYMENT FOR PURCHASED SERVICES

6.1. Fees. You shall pay all fees for Purchased Services as specified in the billing section of the Desk.com Services, or Order Form, if applicable. . Except as otherwise provided herein payment obligations are non-cancelable and fees paid are non-refundable. Subscriptions cannot be decreased during the relevant subscription term.

6.2. Invoicing and Payment. You will provide Us with valid and updated credit card information. If You provide credit card information to Us, You authorize Us to charge such credit card for all Purchased Desk.com Services.. Traditional (i.e., full-time) Agent User subscriptions are charged in advance. Ad hoc Flex usage (i.e., part-time, “Flex Agent User”) subscriptions will be charged at the end of each month of the applicable subscription period in arrears. If you add User subscriptions, or “convert” Traditional Agent User subscriptions into Flex Agent User subscriptions (or vice-versa), charges will be prorated over the remaining term of the subscription period and charged at the time you make the conversion or add the subscription. If You have pre-paid in advance, charges for Purchased Services will be subtracted from the pre-paid balance first, and any remaining amounts will be charged to Your credit card. Subscriptions for pre-paid bundles that are “flex” bundles where You have purchased a block of hours in advance, and unused hours expire at the end of each calendar month and do not roll into subsequent months, You are responsible for providing complete and accurate billing and contact information to Us and notifying Us of any changes to such information.

6.3. Overdue Charges. If any charges are not received from You by the due date, then at Our discretion, (a) such charges may accrue late interest at the rate of 1.5% of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower, from the date such payment was due until the date paid, and/or (b) We may condition future subscription renewals on payment terms shorter than those specified in Section 6.2 (Invoicing and Payment).

6.4. Suspension of Desk.com Service and Acceleration. If any amount owing by You under this or any other agreement for Our services is 30 or more days overdue (or 10 or more days overdue in the case of amounts You have authorized Us to charge to Your credit card), We may, without limiting Our other

rights and remedies, accelerate Your unpaid fee obligations under such agreements so that all such obligations become immediately due and payable, and suspend Our services to You until such amounts are paid in full. We will give You at least 7 days' prior notice that Your account is overdue, in accordance with Section 13.2 (Manner of Giving Notice), before suspending services to You.

6.5. Payment Disputes. We shall not exercise Our rights under Section 6.3 (Overdue Charges) or 6.4 (Suspension of Desk.com Service and Acceleration) if You are disputing the applicable charges reasonably and in good faith and are cooperating diligently to resolve the dispute.

6.6. Taxes. Unless otherwise stated, Our fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including but not limited to value-added, sales, use or withholding taxes, assessable by any local, state, provincial, federal or foreign jurisdiction (collectively, "Taxes"). You are responsible for paying all Taxes associated with Your purchases hereunder. If We have the legal obligation to pay or collect Taxes for which You are responsible under this paragraph, the appropriate amount shall be invoiced to and paid by You, unless You provide Us with a valid tax exemption certificate authorized by the appropriate taxing authority. For clarity, We are solely responsible for taxes assessable against it based on Our income, property and employees.

7. PROPRIETARY RIGHTS

7.1. Reservation of Rights in Desk.com Services. Subject to the limited rights expressly granted hereunder, We reserve all rights, title and interest in and to the Desk.com Services, including all related intellectual property rights. No rights are granted to You hereunder other than as expressly set forth herein.

7.2. Restrictions. You shall not (i) permit any third party to access the Desk.com Services except as permitted herein, (ii) create derivative works based on the Desk.com Services except as authorized herein, (iii) copy, frame or mirror any part or content of the Desk.com Services, other than copying or framing on Your own intranets or otherwise for Your own internal business purposes, (iv) reverse engineer the Desk.com Services, (v) remove any proprietary notices within the Desk.com Services; or (vi) access the Desk.com Services in order to (a) build a competitive product or service, or (b) copy any features, functions or graphics of the Desk.com Services.

7.3. 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.

7.4. Suggestions. We shall have a royalty-free, worldwide, irrevocable, perpetual license to use and incorporate into the Desk.com Services any suggestions, enhancement requests, recommendations or other feedback provided by You, including Users, relating to the operation of the Desk.com Services.

7.5. Federal Government End Use Provisions. We provide the Desk.com Services, 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 Desk.com Services 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 these terms, 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.

8. CONFIDENTIALITY

8.1. Definition of Confidential Information. As used herein, "Confidential Information" means all confidential information disclosed by a party ("Disclosing Party") to the other party ("Receiving Party"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Your Confidential Information shall include Your Data; Our Confidential Information shall include the Desk.com Services; and Confidential Information of each party shall include the terms and conditions of this Agreement and all Order Forms, as well as business and marketing plans, technology and technical information, product plans and designs, and business processes disclosed by such party. However, Confidential Information (other than Your Data) shall 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.

8.2. Protection of Confidential Information. The Receiving Party shall use the same degree of care 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' 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. Neither party shall disclose the terms of this Agreement or any Order Form to any third party other than its Affiliates and their legal counsel and accountants without the other party's prior written consent.

8.3. Compelled Disclosure. 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.

9. WARRANTIES AND DISCLAIMERS

9.1. Mutual Warranties. We warrant that We have validly entered into this Agreement and have the legal power to do so. You warrant that You have validly entered into this Agreement and have the legal power to do so.

9.2. Disclaimer. EXCEPT AS EXPRESSLY PROVIDED HEREIN, NEITHER PARTY MAKES ANY WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND EACH PARTY SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. EACH PARTY

DISCLAIMS ALL LIABILITY FOR ANY HARM OR DAMAGES CAUSED BY ANY THIRD-PARTY HOSTING PROVIDERS.

9.3. Non-GA Desk.com Services. From time to time We may invite You to try, at no charge, Our products or services that are not generally available to Our customers ("Non-GA Desk.com Services"). You may accept or decline any such trial in Your sole discretion. Any Non-GA Desk.com Services will be clearly designated as beta, pilot, limited release, developer preview, non-production or by a description of similar import. Non-GA Desk.com Services are provided for evaluation purposes and not for production use, are not supported, may contain bugs or errors, and may be subject to additional terms. NON-GA DESK.COM SERVICES ARE NOT CONSIDERED "DESK.COM SERVICES" HEREUNDER AND ARE PROVIDED "AS IS" WITH NO EXPRESS OR IMPLIED WARRANTY. We may discontinue Non-GA Desk.com Services at any time in Our sole discretion and may never make them generally available.

10. MUTUAL INDEMNIFICATION

10.1. Indemnification by Us. We shall defend You against any claim, demand, suit, or proceeding made or brought against You by a third party alleging that the use of the Desk.com Services as permitted hereunder infringes or misappropriates the intellectual property rights of a third party (a "Claim Against You"), and shall indemnify You for any damages, attorney fees and costs finally awarded against You as a result of, and for amounts paid by You under a court-approved settlement of, a Claim Against You; provided that You (a) promptly give Us written notice of the Claim Against You; (b) give Us sole control of the defense and settlement of the Claim Against You (provided that We may not settle any Claim Against You unless the settlement unconditionally releases You of all liability); and (c) provide to Us all reasonable assistance, at Our expense. In the event of a Claim Against You, or if We reasonably believe the Desk.com Services may infringe or misappropriate, We may in Our discretion and at no cost to You (i) modify the Desk.com Services so that they no longer infringe or misappropriate, (ii) obtain a license for Your continued use of the Desk.com Services in accordance with this Agreement, or (iii) terminate Your User subscriptions for such Desk.com Services upon 30 days' written notice and refund to You any prepaid fees covering the remainder of the term of such User subscriptions after the effective date of termination.

10.2. Indemnification by You. You shall defend Us against any claim, demand, suit or proceeding made or brought against Us by a third party alleging that Your Data, or Your use of the Desk.com Services in breach of this Agreement,

infringes or misappropriates the intellectual property rights of a third party or violates applicable law (a "Claim Against Us"), and shall indemnify Us for any damages, attorney fees and costs finally awarded against Us as a result of, or for any amounts paid by Us under a court-approved settlement of, a Claim Against Us; provided that We (a) promptly give You written notice of the Claim Against Us; (b) give You sole control of the defense and settlement of the Claim Against Us (provided that You may not settle any Claim Against Us unless the settlement unconditionally releases Us of all liability); and (c) provide to You all reasonable assistance, at Your expense.

10.3. Exclusive Remedy. This Section 10 (Mutual Indemnification) states the indemnifying party's sole liability to, and the indemnified party's exclusive remedy against, the other party for any type of claim described in this Section.

11. LIMITATION OF LIABILITY

11.1. Limitation of Liability. NEITHER PARTY'S LIABILITY WITH RESPECT TO ANY SINGLE INCIDENT ARISING OUT OF OR RELATED TO THIS AGREEMENT (WHETHER IN CONTRACT OR TORT OR UNDER ANY OTHER THEORY OF LIABILITY) SHALL EXCEED THE AMOUNT PAID BY YOU HEREUNDER IN THE 12 MONTHS PRECEDING THE INCIDENT, PROVIDED THAT IN NO EVENT SHALL EITHER PARTY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT (WHETHER IN CONTRACT OR TORT OR UNDER ANY OTHER THEORY OF LIABILITY) EXCEED THE TOTAL AMOUNT PAID BY YOU HEREUNDER. THE FOREGOING SHALL NOT LIMIT YOUR PAYMENT OBLIGATIONS UNDER SECTION 6 (FEES AND PAYMENT FOR PURCHASED SERVICES).

11.2. Exclusion of Consequential and Related Damages. IN NO EVENT SHALL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER PARTY FOR ANY LOST PROFITS OR REVENUES OR FOR ANY 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 THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING DISCLAIMER SHALL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW.

12. TERM AND TERMINATION

12.1. Term of Agreement. This Agreement commences on the date You accept it and continues until all User subscriptions for Purchased Services granted in accordance with this Agreement have expired or been terminated. [Except as otherwise specified in the applicable Order Form, all subscriptions shall automatically renew for additional periods equal to the expiring subscription term or one year (whichever is shorter), unless either party gives the other notice of non-renewal before the end of the relevant subscription term. If You elect to use the Desk.com Services for a free trial period and do not purchase a subscription before the end of that period, this Agreement will terminate at the end of the free trial period.

12.3. Termination for Cause. A party may terminate this Agreement for cause: (i) upon 30 days written notice to the other party of a material breach if such breach remains uncured at the expiration of such period, or (ii) if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors. In addition, if we suspect You may be using the Desk.com Services in a manner that We determine, in our discretion, to be excessive or otherwise abusive, We may, upon prior written notice to You, suspend or terminate Your use of the Desk.com Services.

12.4. Refund or Payment upon Termination. Upon any termination for cause by You, We shall refund You any prepaid fees covering the remainder of the term of all subscriptions after the effective date of termination. Upon any termination for cause by Us, You shall pay any unpaid fees covering the remainder of Your subscription term after the effective date of termination. In no event shall any termination relieve You of the obligation to pay any fees payable to Us for the period prior to the effective date of termination.

12.5. Return of Your Data. For 30 days after the effective date of termination of a Purchased Services subscription, and upon Your request, We will make available to You for download via our API a file of Your Data along with attachments in their native format. After such 30-day period, We shall have no obligation to maintain or provide any of Your Data.

12.6. Surviving Provisions. Section 6 (Fees and Payment for Purchased Services), 7 (Proprietary Rights), 8 (Confidentiality), 9.3 (Disclaimer), 10 (Mutual Indemnification), 11 (Limitation of Liability), 12.4 (Refund or Payment upon Termination), 12.5 (Return of Your Data), 13 (Who You Are Contracting With, Notices, Governing Law and Jurisdiction) and 14 (General Provisions) shall survive any termination or expiration of this Agreement.

13. WHO YOU ARE CONTRACTING WITH, NOTICES, GOVERNING LAW AND JURISDICTION

13.1. General. Who the salesforce.com contracting entity is under this Agreement, where direct notices should be sent under this Agreement, what law will apply in any lawsuit arising out of or in connection with this Agreement, and which courts can adjudicate any such lawsuit, depend on where You, the Customer, are domiciled.

If You are domiciled in:	The salesforce.com entity entering into this Agreement is:	Notices should be addressed to:	Governing law is:	Courts with exclusive jurisdiction are:
The United States of America, Mexico or a Country in Central or South America or the Caribbean	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

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.com Sarl, Route de la Longeraie 9, Morges, 1110, Switzerland, attn: Director, EMEA 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.com Sarl, Route de la Longeraie 9, Morges, 1110, Switzerland, attn: Director, EMEA 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.com Sarl, Route de la Longeraie 9, Morges, 1110, Switzerland, attn: Director, EMEA Sales Operations, with a copy to attn.: Legal Department	Italy	Milan, Italy
Spain	Salesforce Systems Spain, S.L.U., a limited liability company incorporated in Spain	Salesforce.com Sarl, Route de la Longeraie 9, Morges, 1110, Switzerland, attn: Director, EMEA Sales Operations, with a copy to attn.: Legal Department - Paseo de la	Spain	Madrid, Spain

		Castellana 79, Madrid, 28046, Spain		
United Kingdom	Salesforce UK Limited (f/k/a salesforce.com EMEA Limited), a limited liability company incorporated in England	Salesforce.com Sarl, Route de la Longeraie 9, Morges, 1110, Switzerland, attn: Director, EMEA Sales Operations, with a copy to attn: Legal Department, Salesforce UK Limited (f/k/a salesforce.com EMEA Limited), Floor 26 Salesforce Tower, 110 Bishopsgate, London, EC2N 4AY, United Kingdom.	England	London, England
A Country in Europe, the Middle East or Africa, other than France, Germany, Italy, Spain, and Ireland	SFDC Ireland Limited, a limited liability company incorporated in Ireland	Salesforce.com Sarl, Route de la Longeraie 9, Morges, 1110, Switzerland, attn: Director, EMEA Sales Operations, with a copy to attn.: Legal Department - 3rd and 4th Floor, 1 Central Park Block G, Central Park, Leopardstown, Dublin 18, Ireland	England	London, England
Japan	Kabushiki Kaisha Salesforce.com, a Japan corporation	JP Tower 12F, 2-7-2 Marunouchi, Chiyoda-ku, Tokyo 100-7012, Japan, attn: Senior Director, Japan Sales Operations, with a copy to attn: General Counsel.	Japan	Tokyo, Japan
A Country in Asia or the Pacific region, other than Japan, Australia 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
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13.2. Manner of Giving Notice. 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: (i) personal delivery, (ii) the second business day after mailing, (iii) the second business day after sending by confirmed facsimile, or (iv) the first business day after sending by email (provided email shall not be sufficient for notices of termination or an indemnifiable claim). Billing-related notices to You shall be addressed to the relevant billing contact designated by You. All other notices to You shall be addressed to the relevant Desk.com Services system administrator designated by You.

13.3. Agreement to Governing Law and Jurisdiction. 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. Waiver of Jury Trial. 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.

14. GENERAL PROVISIONS

14.1. Export Compliance. The Desk.com Services, other technology We make available, and derivatives thereof may be subject to export laws and regulations of the United States and other jurisdictions. Each party represents that it is not named on any U.S. government denied-party list. You shall not permit Users to access or use Desk.com Services in a U.S.-embargoed country (currently Cuba, Iran, North Korea, Sudan or Syria) or in violation of any U.S. export law or regulation.

14.2. Anti-Corruption. You have not received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from any of Our employees or agents in connection with this Agreement. Reasonable gifts and entertainment provided in the ordinary course of business do not violate the above restriction. If You learn of any violation of the above restriction, You will

use reasonable efforts to promptly notify Our Legal Department (legalcompliance@salesforce.com).

14.3. 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.

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

14.5. Waiver. No failure or delay by either party in exercising any right under this Agreement shall constitute a waiver of that right.

14.6. 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.

14.7. Attorney Fees. You shall pay on demand all of Our reasonable attorney fees and other costs incurred by Us to collect any fees or charges due Us under this Agreement following Your breach of Section 6.2 (Invoicing and Payment).

14.8. Assignment. Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of the other party (not to be unreasonably withheld). Notwithstanding the foregoing, either party may assign this Agreement in its entirety (including all Order Forms), without consent of the other party, to its Affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets not involving a direct competitor of the other party. 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. In the event of such a termination, We shall refund to You any prepaid fees covering the remainder of the term of all subscriptions after the effective date of termination. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties, their respective successors and permitted assigns.

14.9. Entire Agreement. This Agreement, including all exhibits and addenda hereto and all Order Forms, 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. However, to the extent of any conflict or inconsistency between the provisions in the body of this Agreement and any exhibit or addendum hereto or any Order Form, the terms of such exhibit, addendum or Order Form shall prevail. Notwithstanding any language to the contrary therein, no terms or conditions stated in Your purchase order or other order documentation (excluding Order Forms) shall be incorporated into or form any part of this Agreement, and all such terms or conditions shall be null and void.