

THESE SUPPLEMENTAL TERMS AND CONDITIONS FOR SALESFORCE
PROFESSIONAL SERVICES ARE AN INTEGRATED PART OF THE ORDER FORM

1. Segmentation. Notwithstanding any language to the contrary in the order form, all services described in the "Product Specific Terms" containing a link to these terms and conditions in the order form (collectively, "Professional Services") are governed solely by these terms and conditions and are purchased separately from the Salesforce, Inc. ("SFDC") online applications, platform and data services. Customer agrees that its purchase of Professional Services is not contingent upon the delivery of any future functionality or features in the SFDC online applications, platform or data services and is not dependent upon any oral or written public comments made by SFDC with respect to future functionality or features.
2. Resource availability. Scheduling of all Professional Services and associated resources is subject to availability.
3. Fees. Professional Services fees will be charged to Customer's credit card on file with SFDC or invoiced in advance in accordance with the applicable order form. Travel and other expenses (including travel time at SFDC's standard rate), if applicable, are additional and will be billed as incurred. Fees do not include any taxes that may be applicable to the purchase in the relevant jurisdiction. Charges payable by credit card are due upon receipt of invoice. All other charges are due net 30 days from the invoice date unless otherwise specified in the applicable order form. Late payments are subject to interest at 1% per month and may result in suspension of Professional Services until payment is made. All purchases are non-cancelable, and fees paid are non-refundable. Professional Services shall begin on a date to be agreed upon by SFDC and Customer. If a date agreed upon is subsequently rescheduled at Customer's request to a later date, a rescheduling fee of 10% of the total amount of services shall apply.
4. Acceptance. Customer shall have an acceptance period of five (5) business days after delivery of any deliverable, during which time Customer may notify SFDC in writing of any deficiencies in such deliverable. SFDC will use commercially reasonable efforts to promptly cure any such deficiencies within ten (10) business days of such notice and resubmit the deliverable to Customer for testing. This process shall be repeated as necessary and appropriate. Upon accepting any deliverable, Customer, at SFDC's request, shall provide a written acceptance of such deliverable. If Customer fails to reject any deliverable within the applicable acceptance period and in the manner described, such deliverable shall be deemed accepted at the end of the applicable acceptance period. Should any deliverable be reasonably rejected by Customer after SFDC has had two opportunities to cure, Customer may terminate the relevant Professional Services and receive a refund of any prepaid fees for such deficient Professional Services.
5. Ownership. All work product produced by SFDC in the course of providing the Professional Services shall be owned solely by SFDC. SFDC hereby grants Customer a worldwide, perpetual, irrevocable, non-exclusive, non-transferable (except to a successor by way of merger, reorganization or sale of assets), royalty-free license to use and modify such work product solely for its internal business purposes.
6. Confidentiality. Each party shall hold the other's Confidential Information in confidence, and not use or disclose such Confidential Information other than in connection with performance of obligations hereunder. "Confidential Information" shall mean all confidential or proprietary information disclosed orally or in writing by one party to the other that is identified as confidential or whose confidential nature is reasonably apparent. Confidential Information shall not include information which: (a) is or becomes a part of the public domain through no fault of the receiving party; (b) was in the receiving party's lawful possession prior to the disclosure; (c) is lawfully disclosed to the receiving party by a third party without restriction on disclosure or any breach of confidence; (d) is independently developed by the receiving party; or (e) is required to be disclosed by law.

7. Warranty: Remedy. SFDC warrants that it will provide the Professional Services in a professional and workmanlike manner and in accordance with generally accepted industry standards. This warranty is exclusive and in lieu of all other warranties, express or implied, including any implied warranties of merchantability or fitness for a particular purpose. Customer must report any deficiencies in the Professional Services within ninety (90) days of performance in order to receive warranty remedies. Customer's sole remedy for breach of the foregoing warranty shall be the prompt re-performance of the deficient services as described and warranted. Should SFDC be unable to so re-perform, it will refund Customer all prepaid fees for the deficient Professional Services.
8. Limitation of Liability. In no event shall either party be liable to the other for any indirect, incidental, special, consequential, reliance, cover or lost profits damages, whether in contract or tort, even if the other party has been advised of the possibility of such damages. Neither party's aggregate liability for damages hereunder shall exceed the total amount of fees paid and/or due by Customer for the Professional Services purchased.
9. Cooperation. Customer acknowledges that the timely provision of, and SFDC's access to, office accommodations, facilities, equipment, assistance, cooperation, complete and accurate information from its officers, agents and employees, and suitably configured computer equipment may be essential to the satisfactory and timely performance of the Professional Services purchased. SFDC is not responsible for any delays due to changes in scope, scheduling or relevant requirements requested by Customer unless Customer and SFDC specifically consent to such changes in writing. In addition, both parties agree that their respective employees and agents will reasonably cooperate with each other in a professional and courteous manner in the performance of their duties under this Agreement. Either party may suspend performance hereunder immediately upon written notice should the other party's employees or agents fail to act accordingly.
10. Independent Contractor. SFDC is an independent contractor; nothing in this Agreement shall be construed to create a partnership, joint venture, employment or agency relationship between the parties. Each party shall be solely responsible for payment of all compensation owed to its employees, as well as all employment-related taxes. Each party shall maintain appropriate worker's compensation and general liability insurance for its employees. SFDC may, in its reasonable discretion, use third party contractors inside or outside the United States to perform any of its obligations hereunder.
11. Subcontractors. SFDC may, in its reasonable discretion, use third party contractors to perform any of its obligations hereunder. SFDC will remain responsible for such subcontracted services.
12. General. With respect to customers located in North, Central or South America (including the Caribbean), this agreement shall be governed by the internal laws of California, without reference to its conflicts of laws rules. With respect to customers located in Europe, the Middle East or Africa, this agreement shall be governed by the internal laws of Switzerland, without reference to its conflicts of laws rules. In the event any of these terms and conditions is held to be invalid or unenforceable, the remaining terms and conditions shall remain in full force and effect. The waiver by either party of any default or breach of these terms and conditions shall not constitute a waiver of any other or subsequent default or breach. These terms and conditions represent the complete agreement between the parties, and supersede all previous and contemporaneous agreements, proposals or representations, written or oral, concerning their subject matter. These terms and conditions may not be modified or amended except in a writing signed by a duly authorized representative of each party. Any terms and conditions that may be attached to or incorporated into a Customer purchase order, whenever received by SFDC, shall be null and void and superseded in full by these terms and conditions.