



Pro Bono Professional Services Agreement

THIS AGREEMENT GOVERNS CUSTOMER'S RECEIPT OF PRO BONO PROFESSIONAL SERVICES. CAPITALIZED TERMS HAVE THE DEFINITIONS SET FORTH HEREIN.

IF A CUSTOMER SUBMITS A HACKATHON REQUEST, THE APPLICABLE PROVISIONS OF THIS AGREEMENT WILL ALSO GOVERN ANY HACKATHON EXECUTED PURSUANT TO SUCH HACKATHON REQUEST.

BY ACCEPTING THIS AGREEMENT, BY (1) CLICKING A BOX INDICATING ACCEPTANCE, (2) EXECUTING A STATEMENT OF WORK ("SOW") OR ORDER FORM THAT REFERENCES THIS AGREEMENT, (3) SUBMITTING AN APPLICATION FOR PARTICIPATION IN THE PRO BONO PROGRAM, OR (4) SUBMITTING A HACKATHON REQUEST, 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 RECEIVE THE PRO BONO PROFESSIONAL SERVICES.

SFDC's direct competitors are prohibited from receiving the Pro Bono Professional Services, except with SFDC's prior written consent. In addition, the Pro Bono Professional Services may not be received for purposes of evaluating or monitoring their quality or performance, 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 Pro Bono Professional Services Agreement.

"Change Order" means any change to an SOW or Order Form, as applicable, as described in the "Change Orders" section below. Change Orders will be deemed incorporated by reference in the applicable SOW or Order Form, as applicable in the absence of an SOW.

"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, and Affiliates of that company or entity (for so long as they remain Affiliates) which have submitted an application for participation in the Pro Bono Program, and/or who have entered into SOWs or Order Forms for Professional Services.

"Deliverable" means a deliverable, if any, as specified by SFDC in writing in connection with Customer's Hackathon Request or registration for participation in the Pro Bono Program, including as described under an SOW or Order Form.

"Hackathon" means a coordinated code programming marathon organized by SFDC in response to Customer's submission of a Hackathon Request and involving work performed at no cost by SFDC, with no prizes being provided by or on behalf of a Customer to Hackathon participants.

"Hackathon Request" means a request submitted by Customer to SFDC for SFDC to organize and carry out a Hackathon.

"Online Services" means any online, web-based services and associated offline components made available by SFDC (or one or more SFDC Affiliates) to Customer under a separate agreement. Capitalized terms not defined herein shall have the meaning ascribed in such agreement.

"Order Form" means an ordering document specifying the Pro Bono Professional Services to be provided hereunder and that is entered into between Customer and SFDC or any SFDC Affiliates, including any addenda and supplements thereto. Order Forms governed, in whole or in part, by this Agreement must have an SOW attached thereto or expressly state that the Order Form or certain Pro Bono Professional Services provided thereunder are governed by this Agreement. By entering into an Order

Form hereunder, an Affiliate agrees to be bound by the terms of this Agreement as if it were an original party hereto. Notwithstanding any language to the contrary in the Order Form, all Pro Bono Professional Services purchased under an Order Form are purchased separately from the Online Services and all references to “Order Form” herein shall not apply in any way to any Online Services, including without limitation, with respect to payment obligations and termination rights.

“**Pro Bono Professional Services**” means work performed by SFDC or its Affiliates, or its or their respective permitted subcontractors at no cost to Customer, and as requested by Customer via its submission of a Hackathon Request or an application for participation in the Pro Bono Program, including the provision of any Deliverables specified in the applicable Pro Bono Program registration process, Order Form or SOW, if any, and excluding pro bono professional services provided by SFDC Partners.

“**Pro Bono Program**” means the programs and services described in the Power of Us Hub, located at <https://www.salesforce.org/help/power-of-us-hub/>, as updated from time to time.

“**SFDC**” means the Salesforce company described in the “SFDC Contracting Entity, Notices, Governing Law, and Venue” section below.

“**SFDC Partner**” means a third-party legal entity with no subcontractor, agency, fiduciary or employment relationship with SFDC hereunder.

“**SOW**” means a statement of work describing Pro Bono Professional Services to be provided hereunder, that is entered into between Customer and SFDC or any SFDC Affiliates or which is incorporated into an Order Form that is entered into between Customer and SFDC or any SFDC Affiliates. An SFDC Affiliate that executes an SOW with Customer will be deemed to be “SFDC” as such term is used in this Agreement. SOWs or Order Forms will be deemed incorporated herein by reference.

2. PRO BONO PROFESSIONAL SERVICES

- 2.1. Scope of Pro Bono Professional Services.** SFDC will endeavor to provide to Customer the Pro Bono Professional Services specified in the SOW, Order Form or Pro Bono Program registration (as applicable), subject to Customer’s compliance with the terms of this Agreement. Customer acknowledges that pro bono professional services (including services originally identified as Pro Bono Professional Services in the applicable SOW or application) may in some cases be offered by an SFDC Partner, in which case they shall not be Pro Bono Professional Services governed by this Agreement and SFDC shall bear no liability in connection therewith.
- 2.2. Relationship to Online Services.** This Agreement is limited to Pro Bono Professional Services and does not convey any right to use Online Services. Any use of Online Services by Customer will be governed by a separate agreement. Customer agrees that its use of Pro Bono Professional Services is not contingent on the delivery of any future Online Service functionality or features, or on any oral or written public comments by SFDC regarding future Online Service functionality or features.
- 2.3. Hackathon.** SFDC may organize and carry out a Hackathon(s) pursuant to a Hackathon Request. Provision of Hackathons are subject to the terms of this Agreement and such additional terms and conditions, if any, as may appear on a Hackathon Request web page. Any such additional terms and conditions are incorporated into this Agreement by reference and are legally binding. Customer understands and agrees that if Customer engages SFDC in a coordinated code programming marathon that is not a Hackathon as that term is defined in this Agreement, including without limitation any coordinated code programming marathon involving prizes provided by or procured on behalf of Customer, additional terms will be required to govern such coordinated code programming marathon.

3. CUSTOMER COOPERATION

- 3.1. Cooperation.** Customer will cooperate reasonably and in good faith with SFDC, its Affiliates, or SFDC Partner in its or their performance hereunder, by, without limitation and as applicable:
- (a) allocating sufficient resources and timely performing any tasks reasonably necessary to enable SFDC to perform its obligations under each SOW or Order Form;
 - (b) timely delivering any Customer deliverables and other obligations required under each SOW or Order Form;
 - (c) timely responding to SFDC’s inquiries related to the Professional Services;
 - (d) assigning an internal project manager for each SOW or Order Form to serve as a primary point of contact for SFDC;
 - (e) actively participating in scheduled project meetings;
 - (f) providing, in a timely manner and at no charge to SFDC, office workspace, telephone and other facilities, suitably configured computer equipment with Internet access, access to appropriate and knowledgeable employees and agents of Customer, and continuous administrative access to Customer’s Online Service account, and coordination of onsite, online and telephonic meetings all as reasonably required by SFDC; and

(f) complete, accurate and timely information, data and feedback all as reasonably required.

4. DELIVERY, ACCEPTANCE AND CHANGE ORDERS

4.1. Delivery of Pro Bono Professional Services. SFDC will provide the Pro Bono Professional Services, including any Deliverables, in accordance with the Agreement and the applicable SOWs or Order Forms, if any.

4.2. Acceptance. Upon completion of each Deliverable under an SOW or Order Form, SFDC will, as applicable: (a) submit a complete copy to Customer; and (b) at Customer's request, demonstrate its functionality to Customer. Customer is responsible for reviewing and testing all Deliverables in accordance with such SOW or Order Form pursuant to any acceptance criteria or test plans mutually agreed upon in writing by the parties for such Deliverable. Customer will provide SFDC with written notification of acceptance for each Deliverable promptly upon acceptance; however, failure to reject a Deliverable, as set forth below, will be deemed acceptance. If Customer, in its reasonable and good faith judgment, determines that any submitted Deliverable does not satisfy the agreed-upon acceptance criteria as specified in the applicable SOW or as mutually agreed upon in writing by the parties for such Deliverable, Customer must so notify SFDC in writing within 10 business days after SFDC's submission of the Deliverable, specifying the deficiencies in detail. SFDC will use commercially reasonable efforts to correct such deficiencies and resubmit the Deliverable to Customer as soon as practicable. Customer will again review and test the Deliverable against the agreed-upon acceptance criteria, and detail any deficiencies to SFDC in writing within 10 business days after resubmission of the Deliverable. If a Deliverable fails to meet the functional requirements specified in the applicable SOW or Order Form after its second resubmission to Customer, Customer may either, as its sole and exclusive remedy: (i) again reject the Deliverable and return it to SFDC for further correction and resubmission in accordance with the process described above (if the Deliverable is not accepted after two resubmissions, the matter will be escalated to Customer's executive sponsor for the project associated with the SOW or Order Form and the SFDC Engagement Manager) or (ii) terminate the relevant SOW or Order Form immediately upon written notice and recover all Professional Services fees paid under such SOW or Order Form for such deficient Deliverable. If the parties determine that a Deliverable's functional requirements specified in a SOW or Order Form require modification (for example, due to incorrect assumptions or changed requirements), they will cooperate in good faith to execute a Change Order for such revised requirements.

4.3. Change Orders. Changes to a SOW or Order Form will require a written Change Order signed by the parties prior to implementation of the changes. Such changes may include, for example, changes to the scope of work and any corresponding changes to the estimated schedule.

5. PROPRIETARY RIGHTS AND LICENSES

5.1. Customer Intellectual Property. Customer does not grant to SFDC, its Affiliates, or SFDC Partner any rights in or to Customer's preexisting intellectual property except such licenses as may be required for SFDC, its Affiliates or SFDC Partner to perform its or their obligations hereunder.

5.2. License for Contract Property. Subject to Customer's compliance with the terms of this Agreement, SFDC grants Customer a worldwide, perpetual, non-exclusive, non-transferable, royalty-free license to copy, maintain, use and run (as applicable) solely for its internal business purposes associated with its use of SFDC's online and offline services anything developed by SFDC for Customer, including Deliverables, under this Agreement ("**Contract Property**").

5.3. Ownership of Contract Property. SFDC and Customer each retains all right, title and interest its own individually developed intellectual property. SFDC retains all ownership rights in the Contract Property. For avoidance of doubt, except for Customer's preexisting and own individually-developed intellectual property, Customer assigns all right, title, and interest in any intellectual property right to the Contract Property to SFDC.

5.4. Feedback. SFDC and its Affiliates shall have a royalty-free, worldwide, irrevocable, perpetual license to use and incorporate into the Online Services and Non-SFDC Applications any suggestion, enhancement request, recommendation, correction or other feedback provided by Customer or Users, relating to the operation of the Online Services or Non-SFDC Applications.

5.5. Confidential Information. As between the parties, each party retains all ownership rights in and to its Confidential Information.

6. CONFIDENTIALITY

6.1. Definition of Confidential Information. "**Confidential Information**" means all 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. Confidential Information of each party includes the terms and conditions of this Agreement and all SOWs or Order Forms (including pricing), as well as business and marketing plans, strategies, data, technology and technical information, product plans and designs, and business processes disclosed by such party. However, 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.

- 6.2. Protection of Confidential Information.** The Receiving Party will use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but not less than reasonable care) to (i) not 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, limit access to Confidential Information of the Disclosing Party to those of its and its Affiliates' employees and contractors who need that access for purposes consistent with this Agreement and who have signed confidentiality agreements with the Receiving Party containing protections not materially less protective of the Confidential Information than those herein. Neither party will disclose the terms of this Agreement or any SOW or Order Form to any third party other than its Affiliates, legal counsel and accountants without the other party's prior written consent, provided that a party that makes any such disclosure to its Affiliate, legal counsel or accountants will remain responsible for such Affiliate's, legal counsel's or accountant's compliance with this "Confidentiality" section.
- 6.3. Compelled Disclosure.** The Receiving Party may disclose Confidential Information of the Disclosing Party to the extent compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of the 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 that Confidential Information.

7. REPRESENTATIONS AND DISCLAIMER

- 7.1. Representations.** Each party represents that it has validly entered into this Agreement and has the legal power to do so.
- 7.2. Disclaimer.** THE PRO BONO PROFESSIONAL SERVICES 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. ANY PARTICIPATION IN OR USE OF THE PRO BONO PROFESSIONAL SERVICES IS AT CUSTOMER'S SOLE RISK.

8. INDEMNIFICATION.

Customer will defend SFDC and its Affiliates, including its officers, directors, employees and agents (collectively "SFDC Indemnified Parties") against any claim, demand, suit or proceeding ("**Claim**") made or brought against SFDC Indemnified Parties arising in connection with the Pro Bono Professional Services, including any Deliverables, and will indemnify SFDC for any damages, attorneys fees and costs finally awarded against Customer as a result of, or for amounts paid by Customer under a settlement approved in writing by SFDC of, any such Claim.

9. LIMITATION OF LIABILITY

- 9.1. Limitation of Liability.** IN NO EVENT SHALL THE AGGREGATE LIABILITY OF SFDC TOGETHER WITH ALL OF ITS AFFILIATES ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED THE TOTAL AMOUNT PAID BY CUSTOMER AND ITS AFFILIATES HEREUNDER FOR THE STATEMENT OF WORK OR ORDER FORM OUT OF WHICH THE LIABILITY AROSE. THE FOREGOING LIMITATION WILL APPLY WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY.
- 9.2. Exclusion of Consequential and Related Damages.** IN NO EVENT WILL SFDC OR ITS AFFILIATES HAVE ANY LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT FOR ANY LOST PROFITS, REVENUES, GOODWILL, OR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL COVER, BUSINESS INTERRUPTION, OR PUNITIVE DAMAGES, WHETHER AN ACTION IS IN CONTRACT OR TORT, AND REGARDLESS OF THE THEORY OF LIABILITY, EVEN IF A PARTY OR ITS AFFILIATES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF A PARTY'S OR ITS AFFILIATES' REMEDY OTHERWISE FAILS OF ITS ESSENTIAL PURPOSE. THE FOREGOING DISCLAIMER WILL NOT APPLY TO THE EXTENT PROHIBITED BY LAW, IN WHICH CASE SFDC'S LIABILITY WITH RESPECT TO THIS AGREEMENT SHALL NOT EXCEED \$1,000.00.

10. TERM AND TERMINATION

- 10.1. Term.** This Agreement commences on the Effective Date and will remain in effect until terminated in accordance with this section.
- 11.2. Termination.** Either party may terminate this Agreement and/or an individual SOW or Order Form at any time for convenience upon 10 days' written notice to the other. To the extent there are SOWs or Order Forms in effect when a party terminates this Agreement, unless the terminating party notifies the other party in writing that it wishes to terminate any such SOWs or Order Forms, such SOWs or Order Forms shall continue to be governed by this Agreement as if it had not been terminated. Further, in

the event the Pro Bono Professional Services are not subject to a SOW or Order Form, SFDC may cease providing the Pro Bono Professional Services at any time upon written notice to Customer.

- 11.3. Surviving Provisions.** The sections titled “Hackathons,” “License for Contract Property,” “Ownership of Contract Property,” “Feedback,” “Confidential Information,” “Confidentiality,” “Representations, and Disclaimer,” “Indemnification,” “Limitation of Liability,” “Term and Termination” and “General” will survive any termination or expiration of this Agreement.

12. INSURANCE

Each party will maintain, at its own expense during the term of this Agreement, insurance appropriate to its obligations under this Agreement, including as applicable general commercial liability, errors and omissions, employer liability, automobile insurance, and worker’s compensation insurance as required by applicable law.

13. GENERAL

- 13.1. Compliance with Laws.** Customer will comply with all laws and governmental rules and regulations that apply to Customer in its performance of its obligations and exercise of its rights, under this Agreement.

- 13.2. Export Compliance.** The Professional Services, including Deliverables SFDC makes 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. Neither party will access or use any Deliverables or Confidential Information provided to it hereunder in a U.S.-embargoed country or region (currently the Crimea, Luhansk or Donetsk regions, Cuba, Iran, North Korea, or Syria) or as may be updated from time to time at <https://www.salesforce.com/company/legal/compliance/>) or in violation of any U.S. export law or governmental regulation.

- 13.3. Anti-Corruption.** Neither party has received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from an employee or agent of the other party in connection with this Agreement. Reasonable gifts and entertainment provided in the ordinary course of business do not violate the above restriction.

- 13.4. Publicity.** Customer acknowledges that in connection with its participation in the Pro Bono Program, Customer grants to SFDC, and its respective subsidiaries, and Affiliates (collectively, “Salesforce”), a nonexclusive, royalty-free, perpetual, worldwide, irrevocable (except for material breach), right, but not the obligation, to incorporate Customer assets other than Confidential Information that Customer provides to Salesforce, e.g., trademarks, logos, quotes, images, photographs, presentations, artwork, footage and music (collectively “Customer Assets”) into any Promotional Materials (as defined below), and to use, reproduce, distribute, display, exhibit or otherwise exploit the Promotional Materials, worldwide, in perpetuity, internal or external, in all media now known or hereinafter devised, for the purposes of advertising or trade in promoting and publicizing Salesforce, Salesforce’s products, events and services, Customer’s participation in the Pro Bono Program, the outcomes of the Pro Bono Professional Services, and Customer’s mission (collectively “Licensed Rights”). Salesforce may sublicense the Licensed Rights as needed for Salesforce to exercise the Licensed Rights. “Promotional Materials” means all materials, including but not limited to, audio, visual, film, stills, online, photography, print and digital, that market, promote or advertise Salesforce and its products, services and events. Parties agree that Salesforce owns all rights of every kind and nature in the Promotional Materials that may contain the Customer Assets, and to any derivative works in such Promotional Materials, but in each case exclusive of the Customer Assets. Customer hereby waives any claims to compensation based on Salesforce’s use of the Customer Assets.

- 13.5. Entire Agreement and Order of Precedence.** This Agreement is the entire agreement between Customer and SFDC regarding the provision and receipt of Pro Bono Professional Services 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 will be effective unless in writing and signed by the party against whom the modification, amendment or waiver is to be asserted. Notwithstanding any language to the contrary therein, no terms or conditions stated in Customer’s purchase order or in any other Customer order documentation will be incorporated into or form any part of this Agreement, and all such terms or conditions will be void. In the event of any conflict or inconsistency among the following documents, the order of precedence shall be: (1) the applicable SOW or Order Form, and (2) the body of this Agreement.

- 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. Each party will be solely responsible for payment of all compensation owed to its employees, as well as all employment-related taxes.

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

- 13.8. Subcontractors.** SFDC may, in its reasonable discretion, use subcontractors inside or outside the United States to perform any of its obligations hereunder. SFDC will be responsible for the performance of Professional Services by its personnel (including employees and contractors) and their compliance with SFDC’s obligations under this Agreement, except as otherwise specified herein.

- 13.9. Waiver.** No failure or delay by either party in exercising any right under this Agreement will constitute a waiver of that right.

- 13.10. Severability.** If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision will be deemed null and void, and the remaining provisions of this Agreement will remain in effect.
- 13.11. Assignment.** Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the other party's prior written consent (not to be unreasonably withheld), provided however, either party may assign this Agreement in its entirety (including all SOWs or Order Forms, as applicable), without the other party's consent, to its Affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets. Notwithstanding the foregoing, if a party is acquired by, sells substantially all of its assets to, or undergoes a change of control in favor of, a direct competitor of the other party, then such other party may terminate this Agreement upon written notice. A party's sole remedy for any purported assignment by the other party in breach of this paragraph will 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 will bind and inure to the benefit of the parties, their respective successors and permitted assigns.
- 13.12. 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 lawsuit arising out of or in connection with this Agreement, and the courts that have jurisdiction over any such 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.com Sarl, Route de la Longeraie 9, Morges, 1110, Switzerland, attn: Director, EMEA 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	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

	Avenue Octave Gréard, 75007 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	India	Bangalore, India

		Bangalore Karnataka 560071, 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

- 13.13. 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).
- 13.14. 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.
- 13.15. Local Law Requirements: France.** With respect to Customers domiciled in France, in the event of any conflict between any statutory law in France applicable to Customer, and the terms and conditions of this Agreement, the applicable statutory law shall prevail.
- 13.16. Local Law Requirements: Germany.** With respect to Customers domiciled in Germany, Section 4 “DELIVERY, ACCEPTANCE AND CHANGE ORDERS”, Section 7 “REPRESENTATIONS AND DISCLAIMER”, and Section 9 “LIMITATION OF LIABILITY” of this Agreement are replaced with the following sections respectively:

4. DELIVERY, TEST PROCEDURE AND CHANGE ORDERS

- 4.1. Delivery of Services.** SFDC will provide the Pro Bono Professional Services, including any Deliverables, in accordance with the Agreement and any applicable SOWs or Order Forms.

4.2. Test Procedure.

- (a) Customer is responsible for reviewing and testing all Deliverables in accordance with any functional criteria or test plans mutually agreed upon in writing by the parties for such Deliverable. Upon Customer’s request, SFDC shall demonstrate the functionality of a Deliverable to Customer.
- (b) Customer shall confirm in writing if the Deliverable was provided materially in compliance with this Agreement and the SOW or Order Form promptly upon testing.
- (c) If Customer, in its reasonable and good faith judgment, determines that any Deliverable does not pass the agreed-upon test criteria as specified in the applicable SOW or Order Form, Customer must so notify SFDC in writing within 10 business days after SFDC’s submission of the Deliverable, specifying the deficiencies in detail.
- (d) SFDC will use commercially reasonable efforts to correct such deficiencies and resubmit the Deliverable to Customer within a reasonable period of time. Customer will again review and test the Deliverable against the agreed-upon test criteria, and detail any deficiencies to SFDC in writing within 10 business days after resubmission of the Deliverable.
- (e) If a Deliverable fails to meet the test procedures specified in the applicable SOW or Order Form after its second resubmission to Customer, Customer may either, as its sole and exclusive remedy:
 - (i) again reject the Deliverable and return it to SFDC for further correction and resubmission in accordance with the process described above (if the Deliverable is not accepted after two resubmissions, the matter will be escalated to Customer’s executive sponsor for the project associated with the SOW or Order Form, and the SFDC Engagement Manager) or
 - (ii) claim remedies in accordance with section 8.3 “Remedies” below.
- (f) The Deliverables shall be deemed to comply with this Agreement and the SOW or Order Form if Customer is not rejecting the Deliverable within the 10 day period as defined in section 4.2(c) and 4.2(d) above.

- 4.3. Change Orders.** Changes to an SOW or Order Form will require a written Change Order signed by the parties prior to implementation of the changes. Such changes may include, for example, changes to the scope of work and any corresponding changes to the estimated fees and schedule. Notwithstanding the foregoing, if the parties determine that a Deliverable’s functional requirements specified in a SOW or Order Form require modification (for example, due to incorrect assumptions or changed requirements), they will cooperate in good faith to execute a Change Order for such revised requirements.

8. BREACH OF DUTY

- 8.1 Duty to Perform.** The Professional Services will be performed in a professional and workmanlike manner in accordance with generally accepted industry standards (“**Duty to Perform**”).
- 8.2 Reporting and Re-Performance.** Customer shall report any deviation of the Pro Bono Professional Services from the Duty to Perform to SFDC in writing without undue delay during the SOW period and shall submit a detailed description of such deviation. SFDC shall re-perform the Pro Bono Professional Services within a reasonable period of time. Customer shall forward to SFDC any useful information available to Customer for the re-performance of the Pro Bono Professional Services.
- 8.3 Remedies.** If the re-performance described in the above section fails, Customer may terminate the respective SOW or Order Form by written notice, provided that SFDC had enough time for the re-performance. If SFDC is responsible for the deviation of the Pro Bono Professional Services from the Duty to Perform and is in default with the re-performance, Customer may assert claims for the damage caused in the scope specified in section 10 “Limitation of Liability”.
- 8.4 Defects in Title.** Defects in title of the Pro Bono Professional Services shall be handled in accordance with the provisions of section 9 “Indemnification”.
- 9.3 Restriction.** The Limitation of Liability in accordance with section 9 “Limitation of Liability” shall apply to any claims according to this section 8 “Indemnity”.

10. LIMITATION OF LIABILITY

- 10.1 Unlimited Liability.** The Parties shall be mutually liable without limitation
- (a) in the event of wilful misconduct or gross negligence,
 - (b) within the scope of an expressed guarantee taken over by the respective party,
 - (c) in the event that a defect is maliciously concealed, (d) in case of an injury to life, body or health, (e) according to the German Product Liability Law.
- 10.2 Liability for Breach of Cardinal Duties.** If cardinal duties are infringed due to slight negligence and if, as a consequence, the achievement of the objective of this Agreement including any applicable SOW is endangered, or in case of a slightly negligent failure to comply with duties, the very discharge of which is an essential prerequisite for the proper performance of this Agreement (including any applicable SOW or Order Form), the parties’ liability shall be limited to foreseeable damage typical for the contract. In all other respects, any liability for damage caused by slight negligence shall be excluded.
- 10.3 Liability Cap.** Notwithstanding the foregoing, the parties' liability for damages with respect to any single incident arising out of or related to this Agreement shall not exceed the amount paid by Customer hereunder to SFDC in the 12 months preceding the damaging event.
- 10.4 Limitation Period.** To the extent that the parties are not liable in accordance with section 10.1 “Unlimited Liability”, the limitation period shall be 60 days for remedy claims of Customer in accordance with section 8.3 “Remedies” and 2 years for the parties’ claims for damages from the point in time they arose and the claiming party became aware thereof. Regardless of the claiming party’s awareness, the limitation period shall be 3 years from the damaging event.
- 10.5 Scope.** With the exception of liability in accordance with section 10.1 “Unlimited Liability”, the above limitations of liability shall apply to all claims for damages, irrespective of the legal basis including claims for damages due to tort. The above limitations of liability also apply in case of claims for damages of a party against the respective other party’s employees, agents or bodies.