



Order Form Supplement for Salesforce for Zoom

This is a legally binding agreement. Please read it carefully. By clicking "I Accept", or installing or using Salesforce for Zoom software and/or any updates to such software provided by Salesforce (the "Software"), you:

- agree to the following terms on behalf of the Salesforce customer with which you are employed, affiliated or associated (the "Customer"),
- represent that you have the authority to bind the Customer to these terms, and
- represent that you are an authorized User under the MSA between Salesforce and the Customer.

If you do not have such authority, are not an authorized User, or do not agree to these terms, you may not install or use the Software.

This Order Form Supplement was last updated on April 21, 2022. It is effective between the Customer and Salesforce as of the date you first download, install or use the Software, whichever is earliest. You are responsible for reading and complying with any amended version of this Order Form Supplement that is posted at <http://www.salesforce.com/company/legal/agreements> before such version can be made available by Salesforce via the Software, which will become effective 30 days after being posted.

1. THIS ORDER FORM SUPPLEMENT

This Order Form Supplement is a part of each Order Form by which the Customer ordered the Sales Cloud service, or a Salesforce service that is supported by Salesforce for Zoom service (an "Order Form"). The foregoing services are defined as "Salesforce Services" for the purpose of this Order Form Supplement. The Order Form and this Order Form Supplement are governed by the MSA. This Order Form Supplement adjusts certain terms of the MSA, solely with respect to the Software. Capitalized terms used but not defined in this Order Form Supplement have the meanings given to them in the MSA.

2. THE SOFTWARE

The Software allows ZOOM VIDEO COMMUNICATIONS, INC. ("Zoom") customers to use Salesforce for Zoom service from Supported Devices. A "Supported Device" is, as applicable, (a) a combination of a computer and relevant operating system(s) that is supported by the Software; or (b) a combination of Zoom software for mobile devices and relevant mobile device model and relevant associated mobile operating system version(s) that is supported by the Software. The Software is provided by Salesforce as a component of the Salesforce Services.

3. WHOM YOU ARE CONTRACTING WITH

This Order Form Supplement is being entered into between the Salesforce entity named the Customer named on the Order Form. In this Order Form Supplement, “Salesforce” and “Customer” mean those entities, respectively.

4. SOFTWARE LICENSE

The Software, including software embedded in the Software, is licensed, not sold, to the Customer by Salesforce only under the terms of the MSA, the Order Form and this Order Form Supplement, and Salesforce reserves all rights not expressly granted to the Customer. This Software may include some third-party software; please see the Documentation for additional notices required by our licensors. The Customer or you own the media or device on which the Software is recorded or stored but Salesforce retains ownership of the Software itself.

5. PERMITTED LICENSE USES AND RESTRICTIONS

- (a) This Order Form Supplement allows you, as an authorized User under the MSA, to use the Software on any Supported Device and on no other devices.
- (b) You may not distribute or make the Software available over a network where it could be used by multiple devices at the same time.
- (c) With respect to updates to the Software that Salesforce may make available for download, this Order Form Supplement allows you to download such Software updates to update or restore the Software.
- (d) Except as and only to the extent permitted by applicable law, or by licensing terms governing use of open-sourced components included with the Software, neither you nor any other Customer personnel may copy, decompile, reverse engineer, disassemble, attempt to derive the source code of, decrypt, modify, or create derivative works of the Software or Software updates, or any part thereof. Any attempt to do so is a violation of the rights of Salesforce and its licensors. If you or any other Customer personnel violate this restriction, you or they, and the Customer, may be subject to prosecution and damages.
- (e) Neither you nor the Customer may rent, lease, lend, redistribute or sublicense the Software. The Customer may, however, allow other authorized Users under the MSA to use the Software in connection with a re-assignment of the Supported Device to another authorized User under the MSA.
- (f) The Software is available only for Supported Devices, and is not available for all devices. Please check Salesforce or contact your Salesforce representative to determine (i) whether a specific device and operating system combination is supported by the Software and (ii) whether a specific mobile device and mobile operating system version. In addition to mobile applications offered by Salesforce (and for purposes of this section 5(g), “Salesforce” shall include any Affiliates of Salesforce), Salesforce may offer platforms for the creation of third-

party mobile applications, including but not limited to the Salesforce1 platform. Third parties may obtain information from, or access data stored on, Users' mobile devices to provide services associated with any third-party mobile applications that Users download, install, use, or otherwise interact with over a Salesforce platform.

Salesforce's mobile applications may also contain links or integrations to other applications or mobile applications provided by third parties, including Zoom in the case of the Software.

Salesforce is not responsible for the security and privacy of data collected through third-party mobile applications or the privacy and security practices of the foregoing third parties.

(g) Without limiting the generality of anything herein, you acknowledge and agree that the Software may collect user or device data for the purposes of providing services or functions that are relevant to use of the Software.

(h) Without limiting the generality of anything herein, you are responsible for complying with applicable laws and government regulations in your use of the Software and with the Acceptable Use and External Facing Services Policy, available here: <https://www.salesforce.com/company/legal/agreements/>, as applicable.

6. TERM AND TERMINATION

Salesforce may terminate this Order Form Supplement at any time upon 30 days' notice to Customer without cause, or immediately upon notice to the Customer if any third party (including, but not limited to, Zoom, or your network connectivity provider) restricts, prevents or ceases to authorize the installation or use of the Software on your Supported Device or over your network. In addition, this Order Form Supplement shall terminate immediately and automatically upon any termination or expiration of the Customer's subscription to the Salesforce Services.

Upon any such termination or expiration, the Customer (including you) shall no longer be permitted to use the Software, and shall delete or destroy all copies of the Software in its (including your) possession.

Termination or expiration of this Order Form Supplement shall not entitle the Customer to any refund, credit, or other compensation from Salesforce under the MSA or any other agreement or from any third party.

7. SERVICE LEVEL AGREEMENT

Any service level agreement in effect between the Customer and Salesforce shall not apply to the Software.

8. TERMS REQUIRED BY ZOOM.

(a) This Order Form Supplement is between the Customer and Salesforce only, and not with Zoom. Salesforce is solely responsible for the Software.

- (b) Each User must have a Zoom account in order to use the Software. Zoom is a non-SFDC application (a "Non-SFDC Application" or "Third-Party Application", as that term may be defined in the MSA). User's use of Zoom must comply with [Zoom's Terms of Service](#), and User's use of the Zoom App Marketplace must comply with the terms of the [Zoom App Marketplace](#).
- (c) Salesforce is solely responsible for providing maintenance and support for the Software. Zoom, your Supported Device's manufacturer(s), and your network operator(s) have no obligation to provide maintenance and support for the Software. Support requests, as well as questions, complaints or claims regarding the Software, may be directed to Salesforce Customer Support, which Users may contact by (i) logging a case by logging into the applicable Salesforce Services, clicking "Help & Training" and then "Log a Case," providing the requested information and clicking "Submit," or (ii) calling Salesforce customer support at +1-415-901-7010 (U.S. Pacific Time), +353-1- 440-3503 (Greenwich Mean Time) or +65-6302-5700 (Australian Eastern Time).
- (d) To the fullest extent permitted by law, the Software is licensed "as is", "with all faults", and "as available" and you bear all risk of using it. Salesforce, on behalf of itself and Zoom and on behalf of both companies' respective affiliates, vendors, agents, and suppliers, gives no express warranties, guarantees, or conditions in relation to the Software. You may have additional consumer rights under your local laws that this Order Form Supplement cannot change. Salesforce and Zoom exclude any implied warranties or conditions, including those of merchantability, fitness for a particular purpose and non-infringement.
- (e) To the extent not prohibited by law, you can recover from Salesforce only direct damages up to the amount you paid for the Software or \$1.00 USD, whichever is greater. You will not, and waive any right to, seek to recover any other damages, including consequential, lost profits, special, indirect or incidental damages from Salesforce. This limitation applies to anything related to Software or the services made available through the Software, and claims for breach of contract, breach of warranty, guarantee or condition, strict liability, negligence, or other tort to the extent permitted by applicable law. This limitation also applies even if repair, replacement, or refund for the Software does not fully compensate you for any losses; or if Salesforce knew or should have known about the possibility of damages.
- (f) Zoom may, at any time and without notice, restrict, interrupt or prevent use of the Software, or delete the Software from your or the Customer's device, or require Salesforce to do any of the foregoing, without entitling the Customer or you to any refund, credit or other compensation from Salesforce or any third party (including, but not limited to, Zoom. or your network connectivity provider).

9. MISCELLANEOUS

- (a) Your Zoom meeting data may be stored by a third-party hosting provider, such as Amazon Web Services, as further described in the [Trust and Compliance Documentation](#) relating to your Salesforce Services. By using the Software, you agree that the Software may access your

Zoom account information, including meeting participants, email addresses, and recordings.

(b) By using the Software, you agree that the Software may access your email content, and that your contacts' email addresses may be transmitted to a third-party data provider, so that we can provide you with enriched data about your contacts.

(c) You acknowledge and agree to Salesforce's privacy statement available at <http://www.salesforce.com/company/privacy/>, as may be amended from time to time.

(d) Subject to third-party terms to which Salesforce may be subject, you understand and agree that the functionality of the Software may in some circumstances include the sending of push notifications to you on your Supported Device that are related to the operation of the Software, the underlying services, or other communications about Salesforce.

(e) To the extent you use the Software to send SMS messages or make cellular voice calls, you may be subject to standard text messaging rates or other carrier charges.

Please indicate whether you agree to the terms of this Order Form Supplement.