



Order Form Supplement for Mobile Publisher Delegated Distribution (Delegate Model)

This Order Form Supplement forms a part of the Order Form between Customer and Salesforce, Inc., or one of its Affiliates (“SFDC”) under which Customer has purchased the Mobile Publisher or Salesforce Mobile App - Plus Service. Capitalized terms used but not defined in this Order Form Supplement have the meanings given to them in the MSA between SFDC and Customer, including any applicable Order Form (the “Agreement”).

1. General

As further set forth in this Order Form Supplement, SFDC may permit Customer to select the Mobile Publisher distribution type (e.g., private or public distribution) to distribute the Customized App through one or more Marketplaces (as defined below). To facilitate such distribution, Customer hereby agrees that SFDC may act as an authorized developer of Customer solely with respect to the Customized App, under Customer’s developer account with each applicable Marketplace designated in writing by SFDC (each, a “Customer Marketplace Account”).

Any downloading, installation and use of the Customized App by Customer’s employees, partners or customers (as applicable under the Order Form) (“End Users”), and all aspects of the Customized App other than those specifically addressed in this Order Form Supplement, will be governed by the standard Order Form Supplement for iOS or the Order Form Supplement for Android (as applicable) as made available <https://www.salesforce.com/company/legal/agreements/> (the “Standard OFS Documentation”). For clarity, the Customized App shall be considered “Software” under the Standard OFS Documentation. Without limiting the foregoing, no rights with respect to the Customized App are granted under this Order Form Supplement except for the limited rights expressly granted in Section 6 below. Any other rights with respect to the Customized App, including any rights to download, install and use the Customized App, will be solely as set forth in the Standard OFS Documentation.

2. Customer Marketplace Accounts

Customer will enable, and maintain at all times during the Order Term, SFDC’s access to each Customer Marketplace Account as set forth in the Documentation, as updated by SFDC from time to time. For clarity, except as specifically provided in Section 12 below, Customer will not terminate or limit SFDC’s access to the Customer Marketplace Account, nor will Customer provide SFDC with any greater access to the Customer Marketplace Account beyond the scope of access as set forth in the Documentation.

3. Customizable Materials

Subject to Section 2 above, SFDC will upload certain software and other materials (the “Customizable Materials”) to the Customer Marketplace Account (or provide such Customizable Materials to Customer solely for Customer to upload to the Customer Marketplace Account in accordance with the Documentation), solely for the purpose of enabling SFDC to create the Customized App to be distributed through the Customer Marketplace Account as set forth in Section 4 below.

4. Distribution of Customized App

Subject to Customer’s compliance with the terms of the Agreement (including the Order Form and this Order Form Supplement), SFDC will prepare the Customized App using the Customizable Materials and the Branding Materials, and enable the Customized App for distribution under each Customer Marketplace Account, using SFDC’s access to such Customer Marketplace Account as set forth above. SFDC reserves all rights in connection with distribution of its Software, including the right to suspend or terminate the distribution of its Software (including the Customized App). For clarity, any service level agreement in effect between Customer and SFDC shall not apply to the Customized App. Except as set forth in the Documentation, or in accordance with written instructions from SFDC, Customer will not take any action with respect to the Customized App or Customizable Material through or using any Customer Marketplace Account, except (a) as required under this Order Form Supplement; (b) to delete the Customizable Materials from the Customer Marketplace Account in accordance with Section 12 below; or (c) to disable distribution of the Customized App under the Customer Marketplace Account in accordance with Section 12 below. Customer acknowledges that it has elected to distribute the customized app through the customer marketplace account as an alternative to other distribution mechanisms, and, as further described in the documentation, any subsequent transition to a different distribution mechanism may be subject to limitations as further indicated in the documentation, including for example requiring each end user to re-download and re-install a different version of the customized app, among other consequences.

5. License to Customizable Materials

Subject to the terms of the Agreement (including the Order Form and this Order Form Supplement), SFDC hereby grants to Customer a limited, non-exclusive, non-sublicensable, non-transferable, revocable license to host the Customizable Materials (solely as provided by SFDC as described above, without modification) under each Customer Marketplace Account, solely during the Order Term.

6. License to Customized App

Subject to the terms of the Agreement (including the Order Form and this Order Form Supplement), SFDC hereby grants to Customer a limited, non-exclusive, non-sublicensable, non-transferable, revocable license to distribute the Customized App, solely as created by

SFDC as described above, without modification (other than modifications by SFDC) and in object code only, solely during the Order Term, solely under the Customer Marketplace Account(s), and solely if and to the extent that SFDC enables such distribution as set forth in this Order Form Supplement.

7. License Restrictions

Customer will not, and will not enable, facilitate or permit any third party to: (a) reverse engineer, decompile or disassemble the Customized App or the Customizable Materials; (b) remove any proprietary notices from the Customized App or Customizable Materials; (c) reproduce, modify, sell, lend or lease the Customized App or Customizable Materials; (d) disclose, distribute or otherwise make available to any third party the Customizable Materials; or (e) distribute or otherwise make available the Customized App, except if and to the extent that SFDC enables such distribution under a Customer Marketplace Account as set forth in this Order Form Supplement. Notwithstanding the foregoing, if any portions of the Customizable Materials are owned by third parties and subject to third-party license terms that prohibit any of the restrictions in Section 7(a), such prohibited restrictions will not apply solely with respect to such portions of the Customizable Materials.

8. Marketplace Listings; Advertising

Customer will be responsible for determining, subject to this Order Form Supplement and the Documentation, but otherwise in Customer's discretion, the contents of any title names, categories and other metadata, and any descriptions, screenshots and other informational or promotional material, made available through any Customer Marketplace Account with respect to the distribution of the Customized App on any Marketplace (a "Marketplace Listing"). Absent SFDC's express prior written consent, Customer will ensure that no Marketplace Listing, or any other marketing, advertisement or promotion of the Customized App, contains any Salesforce trademarks or other branding. Any such permitted uses of Salesforce trademarks or other branding must comply with SFDC's Trademark and Copyright Usage Guidelines as made available on <https://www.salesforce.com/company/legal/intellectual/>.

9. Communications

If Customer receives any notices, inquiries, complaints, demands or other communications relating to the Customized App or Customizable Materials, through or in connection with a Customer Marketplace Account, Customer will, within 72 hours of receipt (or within 24 hours of receipt in the case of any matter potentially affecting end-user security), provide notice to SFDC of such communications, concurrently with a copy of such communications. SFDC reserves the right to respond to or initiate any communications relating to the Customized App or Customizable Materials (whether through a Customer Marketplace Account or otherwise), and to determine the contents of any such communications in its discretion. At SFDC's request, Customer will cooperate with SFDC to facilitate the prompt sending and receiving of any such communications, whether through Customer or the Customer Marketplace Account,

or directly between SFDC and the applicable third party (as determined by SFDC). Without limiting the foregoing, Customer will not make, or purport to make, any representation, warranty or other statement on SFDC's behalf regarding the Customized App or Customizable Materials, absent SFDC's express prior written consent.

10. Cooperation

Customer will cooperate with SFDC at all times regarding SFDC's access to each Customer Marketplace Account, the hosting of the Customizable Materials and the distribution of the Customized App, including any precautions requested by SFDC to segregate the Customizable Materials from any other materials available under the Customer Marketplace Account, and to segregate the Customized App from any other apps available under the Customer Marketplace Account. Without limiting the foregoing, Customer will, without undue delay: (a) promptly notify SFDC of any security breach or other issue affecting the security of the Customizable Materials or the Customized App, or any Customer Marketplace Account or SFDC's access to a Customer Marketplace Account, and take any action requested by Salesforce to help prevent, mitigate or remedy any such issue; (b) delete any or all Customizable Materials upon request by Salesforce; (c) suspend or disable distribution of the Customized App upon request by Salesforce; (d) modify or remove any Marketplace Listings upon request by Salesforce; (e) cooperate with Salesforce to address, as requested by Salesforce, any change made by a Marketplace operator that may affect Salesforce's access to the Customer Marketplace Account, or the ability of either party to perform its obligations and exercise its rights under this Order Form Supplement, and (f) take any action requested by Salesforce to help Salesforce and Customer comply with any requirements with respect to the Customized App for the immunities and limitations of liability set forth in 17 U.S.C. § 512 and 47 U.S.C. § 230.

11. Binary Handoff Option

For those Customers who have selected the "Binary Handoff" option within the online Mobile Publisher Service, the following terms apply. To the extent that the terms of this section conflict with any other section of this Order Form Supplement ("this OFS"), the terms of this section shall prevail.

- (A) Section 1 of this OFS (General) is modified by deleting the second sentence and replacing it with the following: "Customer hereby agrees to distribute the Customized App under Customer's developer account with each applicable Marketplace (each, a "Customer Marketplace Account"). For the avoidance of doubt, "Marketplace" includes an authorized developer enterprise program, such as the Apple Developer Enterprise Program."
- (B) Section 2 of this OFS (Customer Marketplace Accounts) is deleted in its entirety and replaced with the following: "Customer will maintain at all times during the Order Term, each Customer Marketplace Account as set forth in the Documentation, as updated by SFDC from time to time. In no event shall Customer provide SFDC with

any access to a Customer Marketplace Account, nor issue developer account credentials to SFDC, and SFDC shall not be deemed to be an authorized developer of Customer. Any terms in this Order Form Supplement that relate to SFDC having access to a Customer Marketplace Account shall not apply and are of no force and effect.”

(C) Section 4 of this OFS (Distribution of Customized App) is modified by deleting the first sentence and replacing it with the following: “Customer will be solely responsible for distribution of the Customized App through the Customer Marketplace Accounts. Subject to Customer’s compliance with the terms of the Agreement (including the Order Form and this Order Form Supplement), SFDC will (a) prepare the Customized App using the Customizable Materials and the Branding Materials, and (b) deliver to Customer a binary version of the Customized App for distribution by Customer in the Customer Marketplace Account. For clarity, the use of diagnostic security tools by Customer to analyze the binary file for security purposes will not be considered a breach of the prohibition against modification in section 6 (License to Customized App) and section 7 (License Restrictions) of this OFS. Customer shall be solely responsible for signing each version of the Customized App and promptly publishing each version to each Marketplace during the Order Term. Customer acknowledges and accepts that the user interface of the Service and the Marketplaces do not fully support the sole distribution by Customer of the Customized App through the Customer Marketplace Accounts (e.g., signing and publishing of each version). Therefore, Customer shall be responsible to respond in a timely manner to requests for cooperation from SFDC, including, but not limited to: (i) requesting and ensuring that the Marketplace operator transfer the developer responsibility from SFDC to Customer for the Customized App, and (ii) uploading dummy assets to the Service’s user interface (to be ignored by the system). Under no circumstances shall SFDC be responsible or liable in any way to Customer or any third party as a result of any non-performance by Customer of its obligations under this Order Form Supplement, including, without limitation, failure by Customer to cooperate with SFDC in this regard.”

12. Marketplace Compliance

Customer represents and warrants that: (a) it will comply with the terms and conditions of each Marketplace in connection with the Customizable Materials, the Branding Materials, and/or the Customized App; (b) neither SFDC’s access to any Customer Marketplace Account, nor SFDC’s activities through or using such access as contemplated by the Order Form (including this Order Form Supplement), will violate such terms and conditions; and (c) it will maintain each Customer Marketplace Account in good standing, and maintain the security and confidentiality of any access credentials relating to any Customer Marketplace Account.

12. Termination by Customer

Without limiting any termination rights of any party under the Agreement (including the Order Form), Customer may terminate this Order Form Supplement in its discretion at any

time. Immediately upon any such termination, Customer must: (a) disable distribution of the Customized App under each Customer Marketplace Account; (b) delete the Customizable Materials from each Customer Marketplace Account; (c) after successfully completing (a) and (b) above, disable SFDC's access to each Customer Marketplace Account; and (d) promptly notify SFDC in writing of such termination, and confirm in writing that all activities described in (a)–(c) above have been completed. Termination under this Section 12 shall not entitle the Customer to any refund, credit, or other compensation from SFDC under the MSA or any other agreement or from any third party.

13. Confidentiality of Customizable Materials

The Customizable Materials, and any information received by Customer through or in connection with the Customer Marketplace Account that relates to the Customized App or Customizable Materials (including any communications described in Section 9 above), will be deemed to be SFDC's Confidential Information.

14. DISCLAIMERS

Notwithstanding anything in the Agreement (including the order form and this Order Form Supplement) to the contrary, customer acknowledges and agrees that: (a) SFDC is not responsible for any unauthorized access to or use of any customer marketplace account; (b) SFDC is not responsible for any liability or damage resulting from SFDC's access to or use of any customer marketplace account, including any liability or damage relating to any other apps; (c) SFDC is not responsible for any acts or omissions of any marketplace operator or other third party; and (d) the customized app, customizable materials and any other content or material made available by SFDC under the order form or this order form supplement, including the contents of any marketplace listing, are made available as-is and as-available, and without any representations or warranties of any kind.

15. Indemnities

In addition to Customer's other indemnity obligations under the Agreement, Customer will defend SFDC and its Affiliates against any claim, demand, suit or proceeding made or brought against SFDC by a third party (a) alleging that Salesforce's access to or use of any Customer Marketplace Account in accordance with this Order Form Supplement, violates any agreement with any third party, any third-party rights, or any applicable law, (b) arising from or relating to any alleged violation by Customer of any terms, conditions or policies of any Marketplace operator, (c) arising from or relating to any alleged violation by Customer of this Order Form Supplement, or (d) arising from or relating to any Marketplace Listing (each a "Claim Against SFDC"), and will indemnify SFDC from any damages, attorney fees and costs finally awarded against SFDC as a result of, or for any amounts paid by SFDC under a settlement approved by Customer in writing of, a Claim Against SFDC. Customer and SFDC will each comply with all applicable defense and indemnity procedures as set forth in the Agreement. The above defense and indemnification obligations do not apply if the Claim Against SFDC arises from SFDC's breach of the Order Form or this Order Form Supplement.