



## **End User License Agreement / Order Form Supplement for Salesforce Maps Live Tracking: Mobile for iOS**

This is a legally binding agreement. Please read it carefully. By clicking “I Accept,” or installing or using the Salesforce Maps Live Tracking: Mobile for iOS software and/or any updates to such software (collectively, the “Software”) provided by or on behalf of Salesforce and/or its affiliates (collectively, “Salesforce”), you either:

- Agree to the following terms in Sections 1-13 on behalf of the Salesforce customer with which you are employed, affiliated or associated (“Customer”) and represent that you have authority to bind the Customer to these terms, and represent that you are an authorized User under the MSA between Salesforce and the Customer. All such users are “Customer Users” hereunder and this End User License Agreement constitutes an Order Form Supplement for such Customer Users. If you do not have such authority or are not an authorized User, you may only install or use the Software as a Non-Customer User.
- For all other users (each, a “Non-Customer User”), agree to the terms in Sections 1-4 and 14-17.

### **A. TERMS APPLICABLE TO ALL USERS**

#### **1. GENERAL TERMS**

Each Customer User and Non-Customer User must have an iOS device with location enabled in order to use the Software. The Software is offered only as a component to the Salesforce Maps Live Tracking functionality for a Salesforce customer and is not designed for any other use. If you are a Non-Customer User, you represent and warrant that you are using the Software at the direction of a Customer.

To use the Software, you must have an account with Salesforce and must use your Salesforce account to log in. By using the Software, you acknowledge and agree that standard carrier charges may apply and that depending on your wireless service plan, your wireless carrier may impose data and/or other charges when you use the Software, and that any such charges will solely be your responsibility.

The Software will automatically obtain your location in order to provide Live Tracking functionality and features to Customer. By using the Software, you agree that the Software will access your location, and that your location will be transmitted to a third-party data provider, so that we can provide Customer with Live Tracking features and functionality.

Apple Inc. 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 Apple devices, 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, Apple Inc. or your network connectivity provider).

This End User License Agreement/Order Form Supplement was last updated on May 2, 2022. It is effective between you 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 End User License Agreement/Order Form Supplement that is posted at <https://www.salesforce.com/company/legal/agreements/> before such version can be made available by Salesforce via the Software.

For information about how we collect, use, share or otherwise process information about you, please see our privacy statement at <https://www.salesforce.com/company/privacy/>, as may be amended from time to time.

## 2. TERMS REQUIRED BY APPLE INC.

(a) This Order Form Supplement is between the Customer or Non-Customer User and Salesforce only, and not with Apple. Salesforce is solely responsible for the Software.

(b) Customer's or Non-Customer User's use of the Software must comply with the Usage Rules set forth in the Apple App Store Terms of Use. The license granted to the Customer User or Non-Customer User for the Software is a non-transferable license to use the Software on any iOS Products that the Customer User or Non-Customer User owns or controls and as permitted by the Usage Rules set forth in the App Store Terms of Service, except that such Software may be accessed, acquired and used by other accounts associated with the Customer User or Non-Customer User via Apple's Family Sharing program or volume purchasing.

(c) Salesforce is solely responsible for providing and Apple has no obligation to provide maintenance and support for the Software. Support requests, as well as questions or complaints regarding the Software, may be directed to Salesforce Customer Support, at [www.help.salesforce.com](http://www.help.salesforce.com) to inquire via email, or at 1-800-NO-SOFTWARE to inquire via phone. Any claims regarding the Software may be submitted via email to [legal@salesforce.com](mailto:legal@salesforce.com).

(d) In the event of any failure of the Software to comply with the warranty in the MSA, the Customer or Non-Customer User may notify Apple, and Apple will refund the purchase price for the Software to the Customer or Non-Customer User. To the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the Software, and will not be liable for any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty. Salesforce shall not be required to provide a refund to the Customer or Non-Customer User under any circumstances.

(e) Apple shall not be responsible for addressing any claims by the Customer or Non-Customer User or any third party relating to the Software or the Customer's possession and/or use of the

Software, including, but not limited to (i) product liability claims, (ii) any claim that the Software fails to conform to any applicable legal or regulatory requirement, or (iii) claims arising under consumer protection or similar legislation.

(f) Apple shall not be responsible for the investigation, defense, settlement or discharge of any claim that the Software, or the Customer's or Non-Customer User's possession and use of the Software, infringes a third party's intellectual property rights.

(g) The Customer or Non-Customer User represents and warrants that (i) the Software will not be downloaded or used in, or transported to, a country that is subject to a U.S. Government embargo or has been designated by the U.S. Government as a "terrorist-supporting" country, and (ii) neither the Customer, Customer User, nor any Non-Customer User is listed on any U.S. Government list of prohibited or restricted parties.

(h) Salesforce's address is Salesforce Tower, 415 Mission Street, 3rd Floor, San Francisco, California 94105, U.S.A.

(i) Customer User or Non-Customer User must comply with all applicable third-party terms when using the Software.

(j) Notwithstanding anything to the contrary in the MSA, Apple and its subsidiaries are third-party beneficiaries of this Order Form Supplement and have the right (and shall be deemed to have accepted the right) to enforce this Order Form Supplement against you and the Customer or Non-Customer User.

### 3. THIRD-PARTY COMPONENTS & DISCLOSURES

The Software may include certain third-party components, and the applicable terms for such components are disclosed within the Software, in the "Settings" tab.

### 4. MISCELLANEOUS

By downloading or using the Software, you acknowledge and agree that the Software may track your location and movement. You may opt out of such tracking in the settings of your mobile device, but the Software may not properly function if you opt out.

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.

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.

## **B. TERMS APPLICABLE TO CUSTOMER USERS**

### **5. THIS ORDER FORM SUPPLEMENT**

This Order Form Supplement is a part of each Order Form by which the Customer ordered the Salesforce Maps Live Tracking: Mobile for iOS service, or a Salesforce service incorporating the Salesforce Maps Live Tracking: Mobile service (an “Order Form”). 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.

### **6. THE SOFTWARE**

The Software allows Salesforce Maps Live Tracking: Mobile for iOS Customers to use the Software from Supported Devices. A “Supported Device” is a combination of an Apple device model and relevant iOS software version(s) that is supported by the Software. The Software is provided by Salesforce as a component of the applicable service described in the Order Form.

The Software contains a feature that allows a Customer User to connect to his/her Salesforce account, via the Software if: (1) Customer User has a valid, active Salesforce account; and (2) the administrator who manages Customer User’s Org has not disabled use of the feature. “Org” means a unique instance of the Services, such as a separate set of Customer Data and Customer-specific Service customizations held by Salesforce in a logically-separated database (e.g., a database segregated through password-controlled access). If Customer User uses this feature, Customer Data may be transferred to and from the respective technical infrastructure systems that support both Salesforce Maps and the Salesforce core products (and where “core products” means services branded as Force.com, Site.com, Database.com, Sales Cloud, Service Cloud, and Chatter). During each such transfer, Customer Data is proxied through Salesforce Maps servers operated by a third-party provider, Amazon Web Services, Inc. (“AWS”). Additional information regarding these technical infrastructure systems is available in the Documentation, accessible online at the “Trust and Compliance” page (<https://www.salesforce.com/company/legal/trust-and-compliance-documentation/>).

### **7. WHOM YOU ARE CONTRACTING WITH**

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

### **8. 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. The

Customer or you own the media or device on which the Software is recorded or stored, but Salesforce and its licensors retain ownership of the Software itself.

#### 9. 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, except as otherwise set forth herein.

(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 on any Supported Device.

(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/or 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 [www.salesforce.com](http://www.salesforce.com) or contact your Salesforce representative to determine whether a specific device-iOS software combination is supported by the Software.

(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.

#### 10. 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, Apple Inc., 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 Maps Live Tracking: Mobile for iOS service. 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 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.

#### 11. SERVICE LEVEL AGREEMENT

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

#### 12. DEPENDENCES

Each User must have an Apple account in order to use the Software, each of which is a non-SFDC application (a “Non-SFDC Application” or “Third-Party Application”, as that term may be defined in the Agreement between SFDC and Customer). The Software may make available to Customer supplemental information about its Users; if so, any such information is Content, not part of the Services, and is provided “as is,” with no warranties whatsoever.

#### 13. USE OF DATA

The Software may obtain information from, or access data stored on, a Supported Device in order to provide the Salesforce Maps Live Tracking: Mobile functionality to Customer. The Software may transmit information to and from your device to provide Salesforce Maps Live Tracking: Mobile to Customer. The Software may provide Salesforce on behalf of Customer with information related to your use of Salesforce Maps Live Tracking: Mobile, information regarding your device, and information regarding your interaction with the Software, which Salesforce may use to provide and improve Salesforce Maps Live Tracking: Mobile and related products. The Software’s access to information through your or the Customer’s device does not cause that information to be Customer Data under the MSA or the Salesforce Privacy Statement.

### **C. TERMS APPLICABLE TO NON-CUSTOMER USERS**

#### 14. LICENSE GRANT & USER RESTRICTIONS

The Software, including software embedded in the Software, is licensed, not sold, to you by Salesforce only under the terms of this End User License Agreement, and Salesforce reserves all rights not expressly granted to you. Salesforce does not own the media or device on which the Software is recorded or stored, but Salesforce and its licensors retain ownership of the Software itself.

(a) This End User License Agreement allows you, as a Non-Customer User, to use the Software on any Supported Device and on no other devices, except as otherwise set forth in Section 2. A “Supported Device” is a combination of an Apple device model and relevant iOS software version(s) that is supported by the Software.

(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. You may not sell, resell, rent, lease, lend, redistribute, sublicense or otherwise make the Software available.

(c) With respect to updates to the Software that Salesforce may make available for download, this End User License Agreement allows you to download such Software updates to update or restore the Software on any Supported Device.

(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, you may not 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/or its licensors. If you violate this restriction, you may be subject to prosecution and damages.

(e) The Software is available only for Supported Devices and is not available for all devices. Please check [www.salesforce.com](http://www.salesforce.com) to determine whether a specific device-iOS software combination is supported by the Software.

Neither Salesforce nor its third-party providers warrant the Software will perform in accordance with any specifications, documentation, or other standards, perform in an uninterrupted capacity, be error-free or bug-free, provide complete or accurate data, nor do they make any warranties as to the results to be obtained from the use of the Software. Use of the Software and reliance thereon is at Non-Customer User's sole risk. Neither Salesforce nor its third-party providers will in any way be liable to Non-Customer User or any other entity or person for their inability to use the Software, or for any inaccuracies, errors, omissions, delays, computer viruses or other infirmity or corruption, damages, claims, liabilities or losses, regardless of cause, in or arising from the use of the Software. The Software is provided on an "as is" basis and without warranty or any technical support of any kind. No warranties, either express or implied, including but not limited to any implied warranty of merchantability, fitness for a particular purpose, title, non-infringement, or of any other type is provided hereunder. No oral or written information or advice given by Salesforce or its authorized representative shall create a warranty. Some jurisdictions do not allow the exclusion of implied warranties or limitations on applicable statutory rights of a consumer, so the above disclaimer, exclusions and limitations may not apply to you.

(g) Salesforce may terminate this End User License Agreement at any time without cause. Upon any such termination or expiration, you shall no longer be permitted to use the Software, and shall delete or destroy all copies of the Software in your possession.

(h) Termination of this End User License Agreement shall not entitle you to any refund, credit or other compensation from Salesforce under this agreement or any other agreement or from any third party.

(i) You must have an Apple account in order to use the Software. The Software may make available to you supplemental information about your device; if so, any such information is provided “as is,” with no warranties whatsoever.

(j) You will defend Salesforce against any claim, demand, suit or proceeding made or brought against Salesforce by a third party alleging that any of your data that you upload into the Software, or your use of the Software in breach of this Agreement, infringes or misappropriates such third party’s intellectual property rights or violates applicable law (a “Claim Against Salesforce”), and will indemnify Salesforce from any damages, attorney fees and costs finally awarded against Salesforce as a result of, or for any amounts paid by Salesforce under a court-approved settlement of, a Claim Against Salesforce, provided Salesforce (i) promptly gives you written notice of the Claim Against Salesforce, (ii) gives you sole control of the defense and settlement of the Claim Against Salesforce (except that you may not settle any Claim Against Salesforce unless it unconditionally releases Salesforce of all liability), and (iii) gives you all reasonable assistance, at your expense.

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

(l) You may not use the Software to submit or link to any content that, in Salesforce’s sole discretion:

- Infringes or violates the intellectual property or other rights of any person or entity;
- Intentionally interferes with the operation of the Software or other Salesforce products or services;
- Violates anyone’s privacy or publicity rights;
- Breaches any duty of confidentiality that you owe to any person or entity;
- Is vulgar, offensive, inappropriate, harassing, defamatory, abusive, lewd, pornographic, obscene or otherwise objectionable;
- Contains or installs any viruses, worms, bugs, Trojan horses, malware or other code, files or programs designed or having the capability to disrupt, damage or limit the functionality of any software or hardware; or,

any content that Salesforce may reject for any reason in its sole discretion. For clarity, and notwithstanding the foregoing, Customer Users are restricted from using the Software to submit or link to certain content as set forth in the MSA.

## 15. USE OF DATA

The Software may obtain information from, or access data stored on, a Supported Device in order to provide the Salesforce Maps Live Tracking functionality to Customer. The Software may transmit information to and from your device to provide the Salesforce Maps Live Tracking functionality to Customer. The Software may provide Salesforce on behalf of Customer with information related to your use of the Salesforce Maps Live Tracking functionality, information regarding your computer system and information regarding your interaction with the Software,



which Salesforce may use to provide and improve the Salesforce Maps Live Tracking functionality and related products.

#### 16. LIMITATION OF LIABILITY

Your use of the software is entirely at your own risk. Under no circumstance will Salesforce, its agents, licensors or suppliers be liable to you on account of your use or misuse of, or reliance on, the software. To the extent permitted by law, in no event will Salesforce, its agents, licensors or suppliers be liable to you for any indirect, incidental, special, consequential or punitive damages, including any lost profits, lost savings, costs or punitive damages, including any lost profits, lost savings, costs of procurement of substitute products or services or other damages arising out of the use or inability to use the software, even if advised of the possibility of such damages. Some jurisdictions do not allow the limitation or exclusion of liability for incidental or consequential damages, or have legislation that restrict the limitation or exclusion of liability, so the above limitation may not apply to you.

#### 17. GOVERNING LAW

This End User License Agreement is governed by and construed in accordance with the laws of California, without regard to its conflict of laws rules. You expressly agree that the exclusive jurisdiction for any claim or dispute under this End User License Agreement and/or your use of the Software resides in the courts located in San Francisco, California, and you further expressly agree to submit to the personal jurisdiction of such courts for the purpose of litigating any such claim or action. If it turns out that a particular provision in this End User License Agreement is not enforceable, that will not affect any other provision.

Please indicate whether you agree to the terms of this End User License Agreement/Order Form Supplement.