

Order Form Supplement for Messaging for In-App and Web

This is a legally binding agreement. Please read it carefully. By downloading, installing or using the software development kits and/or any updates to such SDKs (“SDKs”) and any program code provided by Salesforce and/or its Affiliates (“Salesforce”) in connection with or for your use of Messaging for In-App and Web (collectively, 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 June 16, 2022. It is effective between the Customer and Salesforce as of the date you first download, install or use the Software, whichever is earliest.

1. THIS ORDER FORM SUPPLEMENT

This Order Form Supplement is a part of the Order Form by which the Customer ordered the Salesforce Messaging for In-App and Web product, or a Salesforce product that includes the Software (the “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.

2. THE SOFTWARE

The Software allows a Salesforce Customer to use the Software to enable its customers to communicate directly with the Customer using Customer’s iOS and Android mobile apps or online webpage. The Software is provided by Salesforce as a component of Messaging for In-App and Web. Customer may use the Software solely in connection with Messaging for In-App and Web, to develop its mobile apps or embed chat functionality on its webpages. End users may use the messaging functionality that is enabled in the mobile apps or web-page by the Software.

3. 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.

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Salesforce may terminate this Order Form Supplement at any time upon 30 days' notice to the Customer if any third party restricts, prevents or ceases to authorize the installation or use of the Software in the manner as permitted herein. In addition, this Order Form Supplement shall terminate upon the earlier of any termination of the Customer's subscription to (a) the Messaging for In-App and Web service, or (b) the Salesforce product that includes the Software. Upon any such termination, 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.

7. USE OF DATA

The Software may transmit information to and from the Customer's customer's mobile devices to provide the Messaging for In-App and Web functionality. The Software may provide Salesforce with information related to use by you, the Customer, and the Customer's customer of the Messaging for In-App and Web functionality, information regarding a customers' mobile devices, and information regarding interactions by you, Customer, and Customer's customers' with the Software, which Salesforce may use to provide and improve the Messaging for In-App and Web functionality and related products. The Software's access to information through a customers' device does not cause that information to be Customer Data under the MSA or the Salesforce Privacy Statement, and no privacy, data location, or other security commitments within the MSA apply to the Software.

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