

Order Form Supplement for Salesforce Maps Live Tracking: GM

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 subscriptions to the Service which contains one or more elements of geolocation tracking functionality that use geolocation and related data of end users and vehicles ("User Data") obtained from OnStar LLC or any of its affiliates ("OnStar"), as a feature of such Service (each element, a "Tracking feature"). Such functionality is currently branded as Salesforce Maps Live Tracking: GM. Customer agrees as set forth below.

Customer shall (a) inform, in writing, all end users that use a Company General Motors LLC vehicle with the OnStar functionality ("End Users") of Customer's and SFDC's processing of the User Data, including the collection, use, processing and sharing by and between Customer and SFDC of any and all User Data, and (b) obtain express written consent from all End Users for Customer's and SFDC's processing of the User Data, in each case, in a manner consistent with all applicable laws, regulations and industry best practices. Without limiting the generality of the foregoing, Customer has entered into, and will maintain at all times, an "Operator Agreement" with each End User on terms and conditions as set forth on Appendix A to this Order Form Supplement.

Customer acknowledges that SFDC may access User Data submitted to the Services and Tracking features for the purpose of processing such User Data to provide and ensure proper operation of the Services and associated systems in accordance with this Agreement, and Customer instructs SFDC to process its User Data for such purposes; provided, however, SFDC will not share Customer's User Data with any other customers in connection with the foregoing. Customer retains all ownership of its User Data submitted to the Services and Tracking features (subject to restrictions of third-party Content providers) and SFDC retains all ownership in and to the Services and all system performance data.

As between SFDC and Customer, Customer is responsible for the installation, operation and use of any OnStar equipment and any other equipment required to enable the Tracking features, as well as ensuring that all such equipment is compatible with the Tracking features. SFDC will not be liable to Customer or any third party for any damages, losses or other liabilities arising out of or related to any OnStar device or functionality.

Any service level agreement in effect between the Customer and SFDC shall not apply to the Tracking features.

Appendix A Operator Agreement Terms

End User acknowledges, understands and agrees that:

- SFDC is using the Remote API Services with the End User's Participating Vehicle.
- The Remote API Services are turned on all the time, even when other OnStar-branded services or any other media in the Participating Vehicle is turned off.
- The Remote API Services may send vehicle tracking and other information to SFDC on a regular and continuous basis.
- The information that is sent to SFDC through the Remote API Services may include information about the Participating Vehicle, its features, systems, diagnostics, location, speed, heading and timestamp.
- The Remote API Services are separate from the OnStar Services that End User is receiving. No other terms and conditions, including the OnStar Services terms and conditions, will apply to the Remote API Services.
- As between SFDC and OnStar, SFDC is solely responsible for its use of the Remote API Services, any information it accesses or collects, and any commands it sends or fails to send through the Remote API Services.
- End User agrees that OnStar and its affiliates are not responsible in any way to End User for any liability related directly or indirectly to (a) the Remote API Services, or (b) SFDC's use of the Remote API Services.

For purposes of this Appendix A only, the following capitalized terms have the corresponding meanings:

- "Remote API Services" means OnStar's application programming interface(s) generally made available to SFDC, which allows SFDC, or any authorized third parties, to receive End User Data and issue commands to a Participating Vehicle through OnStar's connectivity system.
- "Participating Vehicle" means any vehicle produced by General Motors LLC for which SFDC is authorized to access the Remote API Services by OnStar.
- "OnStar Services" means those services that OnStar makes available to End Users of vehicles from time to time, including services that allow End Users to view vehicle status and diagnostic information and remotely send commands to Participating Vehicles.
- "End User" means a natural person who uses or operates any Participating Vehicle.
- "End User Data" means any information relating to (a) an identified or identifiable natural person, or (b) an identifiable Participating Vehicle, when any of the information described

in (a) or (b) is collected, accessed, obtained, used, disclosed or stored by, through or in connection with the Remote API Services. For purposes of clarification, identifiable Participating Vehicle information, within the definition of End User Data, refers to Participating Vehicle information that can be used to identify an End User.