STRATEGIC COLLABORATION AGREEMENT

BY (1) CLICKING A BOX INDICATING ACCEPTANCE, (2) SIGNING AN INITIATIVE ADDENDUM THAT REFERENCES THIS STRATEGIC COLLABORATION AGREEMENT, OR (3) OTHERWISE INDICATING YOUR ACCEPTANCE OF THIS STRATEGIC COLLABORATION AGREEMENT, YOU AGREE TO THE TERMS OF THIS STRATEGIC COLLABORATION AGREEMENT AND ANY APPLICABLE TERMS SET FORTH IN AN INITIATIVE ADDENDUM, AS DEFINED BELOW (COLLECTIVELY, THE "**AGREEMENT**"). YOU HEREBY AFFIRM THAT YOU ARE OF LEGAL AGE TO ENTER INTO THE AGREEMENT. IF THE INDIVIDUAL ACCEPTING THIS AGREEMENT IS ACCEPTING THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, SUCH INDIVIDUAL REPRESENTS THAT THEY HAVE THE AUTHORITY TO BIND SUCH ENTITY AND ITS AFFILIATES (AS DEFINED BELOW) TO THESE TERMS AND CONDITIONS, IN WHICH CASE THE TERMS "YOU" AND "YOUR" SHALL REFER TO SUCH ENTITY AND ITS AFFILIATES (AS DEFINED BELOW). IF THE INDIVIDUAL ACCEPTING THIS AGREEMENT DOES NOT HAVE SUCH AUTHORITY, OR DOES NOT AGREE WITH THESE TERMS AND CONDITIONS, SUCH INDIVIDUAL MUST NOT ACCEPT THIS AGREEMENT..

This Agreement is entered into as of the date of your accepting this Agreement (the "**Effective Date**") by and between Salesforce, Inc. ("**Salesforce**") and Partner as named in a separate Initiative Addendum ("**Partner**") (referred to jointly as the "**Parties,**" and individually as a "**Party**").

GENERAL TERMS AND CONDITIONS

1. **<u>Non-binding Recitals</u>.** Salesforce and Partner enter into this Agreement, under which each of them will use certain resources and technologies to pursue one or more Initiatives (as defined below) to support plans for mutually-agreed integration, interfacing, interoperability and/or marketing regarding certain of each Party's respective services, products and other business solutions.

The General Terms and Conditions of this Agreement define overall goals and a process to support the Parties in achieving such goals, and set forth certain terms that apply to each individual Initiative Addendum (as defined below), except as may be otherwise specified in the applicable Initiative Addendum.

2. **<u>Definitions</u>**. As used in this Agreement, the following terms have the meanings set forth below:

"Addendum Effective Date" means the effective date of an Initiative, as specified in the applicable Initiative Addendum.

"Affiliate" means, with respect to any legal entity, any other entity that directly or indirectly Controls, is Controlled by, or is under common Control with such entity.

"**Control**" means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of an entity, whether through the ownership of voting shares or other voting interests, by contract, or otherwise.

"Dependencies" means actions of a Party as set forth in the applicable Initiative Addendum that are prerequisites for the GA of a Solution.

"Executive Sponsor" means the senior executive appointed by the applicable Party to provide strategic direction for and oversight of an Initiative for such Party. The Executive Sponsors for the applicable Initiative will be listed in the applicable Initiative Addendum. Either Party may replace its Executive Sponsor with an individual of substantially equivalent qualifications in such Party's discretion during the Term, effective upon written notice (email is sufficient) to the other Party's Executive Sponsor.

"General Availability" or "GA" means the date of the first public availability of the commercial ready version of a Property and/or Solution (including an Initiative Offering), as applicable, described in the applicable Initiative Addendum, as distinguished from any earlier internal or external pilot or beta version.

"Initiative" means a specific initiative under this Agreement, as further described in Section 3.2.

"Initiative Addendum" means a document substantially in the form of Exhibit A (or as otherwise agreed in writing by the parties) setting forth terms for an Initiative that has been executed by an authorized representative of each Party and references this Agreement, which document may be amended upon mutual written agreement signed by the Parties. Each Initiative Addendum is incorporated by reference into this Agreement.

"**Initiative Addendum Effective Date**" means the effective date of the applicable Initiative Addendum as defined therein.

"Initiative Lead" means the individual appointed by the applicable Party to serve as that Party's point of contact for purposes of carrying out a particular Initiative. The Initiative Leads for the applicable Initiative will be specified in the applicable Initiative Addendum. Either Party may replace its Initiative Lead with an individual of substantially equivalent qualifications in such Party's discretion during the Term, effective upon written notice (email is sufficient) to the other Party's corresponding Initiative Lead.

"**Initiative Offering**" has the meaning defined in the applicable Initiative Addendum.

"Intellectual Property Rights" means any patent rights, copyright, trade secret rights, trademark rights (including rights in trade names, trade dress, service marks, URLs, domain names or other source of business identifiers), rights in inventions, industrial property and industrial designs, moral rights and all other intellectual property or proprietary rights arising under the laws of any jurisdiction worldwide, including all rights or causes of action for infringement or misappropriation of any of the foregoing, and all rights in any registrations, applications, renewals, extensions, continuations, continuations-in-part, divisions or reissues for any of the foregoing.

"Mark" means a Partner Mark or a Salesforce Mark, as the context requires.

"NDA" means the Non-Disclosure Agreement between the Parties, as may be amended, restated, or otherwise modified from time to time.

"Outbound Resellers" means those resellers who are authorized by Salesforce to purchase Solutions from Salesforce or one of its Affiliates and resell such Solutions to customers.

"**Personal Data**" means any information relating to an identified or identifiable individual, and "**Processing**" means any operation or set of operations performed upon Personal Data, whether or not by automatic means, including collection, recording, organization, use, transfer, disclosure, storage, manipulation, combination and deletion of Personal Data.

"Properties" means Partner Properties or Salesforce Properties, as the context requires.

"Salesforce Marks" means the names, logos, and other trademarks of Salesforce and its Affiliates approved by Salesforce for use by Partner in connection with, and subject to the terms of, this Agreement.

"Salesforce Properties" means the Salesforce products, services and technologies, including subsequent versions and successors, that are further described in one or more Initiative Addenda.

"Solution" means a business or technical solution resulting from the integration or interfacing of certain Salesforce Properties and Partner Properties or the optimization of certain Properties of one Party for use with Properties of the other, or from development or other activities under any Initiative Addendum, including the development of an Initiative Offering, in each case as further defined in the applicable Initiative Addendum.

"Partner Marks" means the names, logos, and other trademarks of Partner and its Affiliates approved by Partner for use by Salesforce in connection with, and subject to the terms of, this Agreement.

"Partner Properties" mean the Partner products, services and technologies, including subsequent versions and successors, that are further described in one or more Initiative Addenda.

"**Submitted Data**" means data and information submitted by or for Customer related to the development and/or use of the Solution. Submitted Data may include Personal Data.

"Term" means the effective period of this Agreement, as defined in Section 4.1.

All other capitalized terms will have the meanings given to them in this Agreement or the applicable Initiative Addendum.

3. Model for Collaboration and Initiatives

3.1 Executive Sponsors and Initiative Leads. The Executive Sponsor, Initiative Leads and other responsible employees designated by each Party will meet periodically to discuss the status of the Initiatives and discuss appropriate methods to increase the overall value and performance of the Initiatives. Such discussions may address potential changes to the Solutions, review Initiatives, and consideration of new Initiatives. For any particular Initiative, the Parties may agree on a specific cadence for such meetings in the applicable Initiative Addendum and the constituents from each Party that will attend.

3.2 Initiatives and Collaboration. The Parties will use commercially reasonable efforts to perform the committed activities (including, as applicable, developing, testing, releasing, and/or supporting any specific Solutions) agreed to in each Initiative Addendum. The initial Initiative Addendum/a is/are set forth as one or more Exhibits to this Agreement. During the Term, the Parties may assess and agree to collaborate to develop and carry out one or more additional Initiatives and/or to enter into one or more additional Initiative Addenda. Upon execution by authorized representatives of both Parties, each Initiative Addendum will be deemed incorporated into this Agreement. For the avoidance of doubt, the Parties do not intend to create a partnership or agency, legal or otherwise, by undertaking any activities to support any Initiative. Each Party will perform all activities, as outlined in an Initiative Addendum, as an independent contractor.

3.3 **Protection of Submitted Data.** The Parties shall at all times use reasonable industry practices and maintain appropriate administrative, physical, procedural, and technical safeguards to protect the privacy, security, confidentiality and integrity of all Submitted Data, and shall maintain and handle all Submitted Data in accordance with all applicable laws and regulations.

3.4 **Applicability of Other Agreements.** This Agreement establishes a framework for the Parties' collaboration relating to Initiatives and Solutions. Certain aspects of the Parties' relationship will, however, be governed by other agreements that are necessary to implement the Initiatives or provide the Solutions. By way of example, with the exception of Development Deliverables, which are licensed under Section 5.4, and use that is expressly authorized in the applicable Initiative Addendum, any license, use, sale or distribution of one Party's Properties by or through the other Party will be governed by separate terms and conditions applicable to such use or sale, as mutually agreed by the Parties in writing. Nothing in this Agreement, including Sections 4.3 and 4.4, will be deemed to supersede or modify the Parties' respective rights and obligations under such separate agreements as mutually agreed by the Parties in writing.

3.5 **Marketing Plan**. To the extent specified in an Initiative Addendum or agreed in writing by the Parties, the Parties will cooperate in good faith to develop a marketing plan (the "**Marketing Plan**") for the applicable Initiative Addendum. Once a Marketing Plan is approved in writing by the Initiative Leads for the Parties (an email from the other Party's Initiative Lead will suffice), the Parties will use good faith efforts to implement the agreed Marketing Plan in accordance with its terms. Each Party will have the right to decline a proposed Marketing Plan for any reason, including due to tax, regulatory, business or other concerns. Any changes to an agreed Marketing Plan must be approved in writing by the Initiative Leads for both Parties (an email from the other Party's Initiative Lead will suffice). The Initiative Leads will be responsible for maintaining a current version of the Marketing Plan that incorporates all changes approved in accordance with this Section 3.4.

3.6 **Publicity.** During the Term, the Parties may agree to issue joint or separate press releases and other public announcements (such types of activities, "**Publicity**") that, among other things, may identify Initiatives and include reciprocal endorsements. The Parties' Publicity activities will in no event claim that the Parties' business relationship is exclusive or that either Party is reducing its commitment to its own products, services, and/or technologies or otherwise be inconsistent with the terms of this Agreement. All Publicity in connection with this Agreement is subject to the conditions, policies, restrictions and calendars of each Party's corporate public relations organizations, and neither Party will issue or initiate any Publicity in connection with this Agreement without the other Party's prior written consent.

3.6 **Issue Resolution**. If either Party identifies a concern related to this Agreement or the other Party's performance under it, including without limitation an alleged breach or decision to terminate, it will submit the issue for consideration in accordance with this Section 3.6 and subject to the further requirements specified in Section 3.6(c).

(a) Initial Resolution. Promptly following the submission in writing by either Party of an issue for consideration under these resolution procedures (which may be given via email by the applicable Initiative Lead of the submitting Party to the other Party's corresponding Initiative Lead), the Initiative Leads will work in good faith to resolve such issue within fifteen (15) business days after its receipt by the Initiative Leads.

(b) Escalation to Executive Sponsors. If the Initiative Leads have not resolved an issue referred to them under Section 3.6 (a) within such fifteen (15) business day period, they must promptly submit in writing the dispute to each Party's respective Executive Sponsors for the applicable Initiative (via email will suffice). The Executive Sponsors for each Party will negotiate in good faith to resolve the issue within thirty (30) business days after its receipt by the Executive Sponsors.

(c) Required Process. Notwithstanding anything to the contrary in this Section 3.6 or any other term of this Agreement, each Party must exhaust the resolution process in this Section 3.6 before initiating any litigation or other legal proceeding regarding this Agreement, and before terminating this Agreement pursuant to Section 4.2(b) or 4.2(f), except that a Party may pursue immediate injunctive or other equitable relief from any court of competent jurisdiction prior to or during the resolution process without regard to the resolution provisions of this Agreement if the Party determines in its sole discretion that such relief is necessary, including without limitation to protect its Intellectual Property Rights or other proprietary rights or its Confidential Information (as defined in the NDA or in this Agreement).

3.7 **Non-exclusivity and Freedom of Action.** This Agreement is nonexclusive and the relationship established by its terms is intended to be non-exclusive. Subject to Sections 5 and 6 of this Agreement, either Party may develop, use, distribute, offer, promote or support other services, platforms, products and technology offerings similar to or competing with the other Party's Properties, and either Party may enter into activities with others regarding such competing offerings.

3.8 **Initiative Costs.** Each Party will bear its own costs and expenses in connection with its performance under this Agreement and in connection with each Initiative unless otherwise expressly agreed to in the applicable Initiative Addendum or in writing by the Parties.

3.9 **Additional Terms Regarding Initiatives.** Unless expressly indicated to the contrary in the applicable Initiative Addendum, each of the following terms applies to each Initiative.

(a) Technical Cooperation. Each Party will use commercially reasonable efforts to provide technical assistance as reasonably requested by the other Party regarding testing and configuration of Properties and Solutions to be provided under the applicable Initiative Addendum, including the applicable Initiative Offering and its integration with the other Party's applicable Properties in connection with the applicable Initiative. Except to the extent otherwise expressly set forth in the applicable Initiative Addendum or agreed in writing by the Parties: (i) Partner will remain responsible for operating and maintaining the Partner Properties included in such Initiative, and (ii) Salesforce will remain responsible for operating and maintaining the Salesforce Properties included in such Initiative .

(b) Delivery; Notices of Schedule Concerns.

i. Each Party will use commercially reasonable efforts to deliver its Dependencies and perform its required actions according to the applicable Initiative Addendum. A Party's obligations to deliver its portion of a Solution (including the applicable Initiative Offering) under an Initiative Addendum are conditioned on the other Party's delivery of all applicable Dependencies under the applicable Initiative Addendum. If either Party reasonably believes that the other Party has not or will not complete a Dependency, the Initiative Leads will discuss and, if necessary, escalate the issue according to the provisions of Section 3.6.

ii. In the case of any schedule delay contemplated by this Section 3.9(b), the Parties may also suspend performance of any marketing activities that have yet to be performed until the Parties agree on an acceptable remediation plan to resolve the delay.

(c) Relationship with Users. Except to the extent otherwise expressly agreed in the applicable Initiative Addendum or in writing by the Parties: (i) each Party will retain responsibility for and control over all aspects of its relationship with its users for the operation and maintenance of that Party's portion of each Solution, including without limitation, ensuring its users have obtained the necessary subscriptions, licensing and/or accounts required to access that Party's portion of each Solution. Nothing in this Agreement changes or terminates either Party's rights or obligations with regard to, or its relationship with, its users, and unless otherwise specified in an Initiative Addendum, each party will be responsible for managing such user accounts on its own Properties (including without limitation billing and collecting its own payment from such users) and for providing technical support to such users on its respective Properties.

(d) Customer Support Cooperation. Any customer support obligations of the Parties relating to a Solution will be set forth in the applicable Initiative Addendum or as otherwise expressly agreed in writing by the Parties. The Parties will work together in good faith to facilitate hand-offs between their respective customer support teams based on mutually agreed hand-off procedures if a customer support issue is determined by one Party's customer support personnel to have a root cause related to the other Party's Properties.

(e) Prohibitions. Neither Party will (i) engage in misleading or deceptive advertising or trade practices relating to the Solutions; (ii) represent that either Party in any way guarantees the other's performance under this Agreement; or (iii) make any representations, warranties, or covenants on the other Party's behalf under this Agreement.

4. Term and Termination; Escalation Procedures

4.1 Term. This Agreement commences on the Effective Date and will remain in effect for two (2) years (the "Initial Term"). The period for each activity under Initiative Addenda will be specified in the applicable Initiative Addendum. This Agreement may be extended for one or more renewal terms of one (1) year each ("Renewal Term(s)") by written agreement of the Parties prior to conclusion of the Initial Term (or Renewal Term, as applicable). The Initial Term and any Renewal Terms are referred to collectively as the "Term."

4.2 Termination. Either Party may terminate this Agreement (or, in the case of Section 4.2(f), any Initiative Addendum or Initiative, as applicable) immediately with written notice to the other Party if any of the following events occurs:

(a) The other Party breaches the terms of the NDA or breaches its warranties under Section 7.2.

(b) The other Party commits a material breach of this Agreement and fails to remedy such breach within thirty (30) days after the non-breaching Party provides written notice of such breach, provided that before a Party terminates this Agreement for breach under this Section 4.2(b), the Parties must have exhausted the issue resolution process set forth in Section 3.6 with respect to the circumstances giving rise to such termination notice without resolving the issue.

(c) The other Party becomes insolvent, admits in writing its inability to pay its debts as they become due or makes an assignment for the benefit of creditors, or a petition under any bankruptcy act, receivership statute or the like, as they now exist or as they may be amended, is filed by the other Party or by any third party against the other Party, or an application for a receiver is made by anyone as against the other Party, and such application is not resolved favorably to the other Party within sixty (60 calendar days.

(d) The other Party carries out an assignment in violation of Section 10.4 (Assignment), or is liquidated or dissolved.

(e) Termination as permitted by Section 10.8 (Excusal of Performance).

(f) If the terminating Party determines that the Initiative could subject the terminating Party, its Affiliates, customers, or end users to unreasonable legal, regulatory, or financial exposure.

4.3 Suspensions. Either Party may at any time in its sole discretion immediately suspend availability of its Properties for use in a Solution to protect the integrity or security of the Solution or its Properties and other offerings, to address user security or user privacy issues, for legal compliance reasons, or to the extent necessary to mitigate damages in relation to third party litigation (each, a "**Suspension Reason**"). If a Party exercises its right of suspension under this Section 4.3, it will promptly notify the applicable Initiative Lead of the other Party in writing (email will suffice) and it will use commercially reasonable efforts to provide such written notice in advance of a suspension (except if there is a court order, or regulatory or sanctions action, that requires immediate suspension, and in such event, a Party will notify the other Party's Initiative Lead promptly following such required suspension). The Executive Sponsors and Initiative Leads will promptly discuss and use good faith efforts to resolve the Suspension Reason, including by cooperating in review of possible ways to revise the affected Properties or Solutions to resolve the Suspension Reason.

4.4 Wind Down Period. Unless otherwise provided in the applicable Initiative Addendum, the Parties will have a wind-down period ("**Wind Down Period**") following termination or expiration of the Agreement (or the applicable Initiative Addendum or Initiative, as applicable), during which all rights and obligations of this Agreement will continue. The Wind Down Period will commence upon termination or expiration of the Agreement (or the applicable Initiative Addendum or Initiative, as applicable), and will continue for the greater of either (i) a period of one (1) year or (ii) for so long as necessary to allow the Parties to fulfill their respective obligations under executed contracts with their customers and users through the next renewal date of such contracts made prior to the date of termination or expiration of the Agreement (or the applicable Initiative Addendum or Initiative, as applicable). Notwithstanding the foregoing, following the expiration or termination of this Agreement (or the applicable Initiative Addendum or Initiative, as applicable), (a) any marketing and promotional obligations relating to a Solution will terminate immediately upon such termination or expiration of this Agreement, (b) neither Party is required to allow any customer or user to renew or extend any subscription, license term or product use right for any portion of a Solution provided by such Party during the Wind Down Period, and (c) neither party is required to disclose any of its proprietary or confidential information to any third party prior to or during the Wind Down Period, including without limitation, any proprietary or confidential information included as part of a Solution.

4.5 **Survival of Certain Provisions.** Sections 2, 3.3, 3.7, 3.9(c)-(e), 4.3, 4.4, 5.3, 5.4 (solely to extent necessary to fulfill post-termination or post-expiration deployment and support obligations), 5.5, 5.6, 6 and 8 - 10 will survive the expiration of this Agreement or its termination for any reason.

5. Intellectual Property Rights

5.1 **Use of Trademarks and Logos.**

(a) **Salesforce Marks.** Subject to Section 5.1(c), Salesforce hereby grants to Partner a limited, non-exclusive, non-sublicensable (except as permitted in accordance with Section 10.11 (Affiliates and Third Parties)), non-transferable (except in connection with a permitted assignment under Section 10.4 (Assignment)), royalty-free right, effective everywhere in the world where Salesforce has or purports to have appropriated rights in the Salesforce Marks, to place the Salesforce Marks on Partner's website, advertisements and marketing materials s in accordance with Salesforce's trademark and copyright usage guidelines located at https://www.salesforce.com/company/legal/intellectual/ (as the same may be updated by Salesforce from time to time), solely for the limited purpose of identifying Partner as a partner in connection with Partner's promotion of Solutions (including the applicable Initiative Offering) in accordance with the terms of the Marketing Plan and this Agreement.

(b) **Partner Marks.** Subject to Section 5.1(c), Partner hereby grants to Salesforce a limited, non-exclusive, non-sublicensable (except as permitted in accordance with Section 10.11), non-transferable (except in connection with a permitted assignment under Section 10.4), royalty-free right, effective everywhere in the world where Partner has or purports to have appropriated rights in the Partner Marks, to place the Partner Marks on Salesforce's website, advertisements and marketing materials in accordance with the Partner's branding guidelines as referenced on an external URL of Partner's branding guidelines (as the same may be updated by Partner from time to time), solely for the limited purpose of identifying Salesforce as a partner in connection with Salesforce's promotion of the Solutions (including the applicable Initiative Offering) in accordance with the terms of the Marketing Plan and this Agreement.

(c) **Conditions of License to Marks.** Except as expressly allowed for herein, any uses of the other Party's Marks (such other Party, the "**Licensor**", and such Marks, the "**Licensor Trademarks**") must be approved by the other Party in writing, in the other Party's sole discretion, prior to the first Party's (as "**Licensee**")use or publication of materials.. All of Licensee's uses of Licensor Trademarks, and all goodwill arising from such usage, will inure solely to the benefit of Licensor. Licensee will not use the Licensor Trademarks to imply the endorsement, sponsorship, or affiliation of Licensor, or to disparage Licensor or its products, services, and/or technologies, in each case except as allowed by this Agreement or by applicable law (e.g., the concept of "nominative fair use" as that concept is understood under U.S. trademark law). Licensee will (i) use the Licensor Trademarks solely in accordance with this Agreement, Licensor's usage guidelines, and any quality standards Licensor may provide from time to time; (ii) promptly correct any deficiencies in its use of the Licensor Trademarks after receipt of written notice from the Licensor (which may be given by email to the applicable Initiative Lead for the Licensee); (iii) promptly cease using Licensor Trademarks if it fails to correct such deficiencies after such notice; and (iv) maintain the quality of any of its Solutions that incorporate Licensor Trademarks at a level that meets or exceeds industry standards and is at least commensurate with the quality and nature of comparable offerings provided or operated in the applicable countries by or for Licensor. Licensee will cooperate with Licensor, and (on request) supply Licensor with specimens of any such Solutions and related marketing collateral that incorporate the Licensor Trademarks. To the extent a Party's Marks will be used by the other Party in connection with an Initiative, the applicable Initiative Addendum will address at least the following terms regarding such use: the licensed Marks to be used; the agreed-upon media of use; any pre-approved use cases; and whether and to what extent the license to the applicable Marks may be revoked during the term of the Initiative Addendum.

5.2 **No Joint Development.** The Parties do not intend to jointly develop or jointly create any Intellectual Property Rights under or in connection with this Agreement. If the Parties anticipate the joint creation of any Intellectual Property Rights under any Initiative Addendum, they will document in the applicable Initiative Addendum (or an amendment to this Agreement) their respective Intellectual Property Rights arising from such activity before they create any such joint Intellectual Property Rights.

5.3 **Feedback**. The Feedback Providers of either Party or its Affiliates may provide suggestions, comments or feedback to the other Party solely relating to the other Party's Properties or Development Deliverables applicable to any Initiative ("**Feedback**"). Any such Feedback will be deemed provided voluntarily by the providing Party, and the Party receiving Feedback may use and commercially exploit any and all rights in the Feedback without restriction or any payment obligation, both during and after the Term. Feedback will not be deemed to be Confidential Information (as defined in the NDA or in this Agreement) of the providing Party. For the avoidance of doubt, suggestions, comments, or feedback provided by any of a Party's agents or employees other than Feedback Providers or relating to Properties other than the other Party's Properties and Development Deliverables applicable to an Initiative are not "Feedback" and not subject to the rights under this Section 5.3. "**Feedback Providers**" means solely those individuals or groups or teams of individuals designated by a Party in the applicable Initiative Addendum as the "Feedback Providers" for that Party for purposes of the relevant Initiative.

5.4 **Development and Testing License Rights**. Each Initiative Addendum will specify any products, services, code, documentation and/or technologies that a Party will make available to the other Party for use in connection with development and testing activities under such Initiative Addendum and this Agreement ("**Development Deliverables**"). For clarity, no product, service, code, documentation or technology will be deemed a Development Deliverable unless it is expressly identified as such in the applicable Initiative Addendum or in writing by such providing Party. Except to the extent otherwise provided in the applicable Initiative Addendum, the license grants set forth in this Section 5.4 will apply even if Development Deliverables are provided with and will supersede standard terms and conditions (e.g., as shrink-wrapped end user license agreements or online terms of use) when they are made available and used in connection with this Agreement. With respect to Development Deliverables:

(a) Subject to Sections 5.4(c) and (d), Strategic Partner grants to Salesforce under all of Strategic Partner's applicable Intellectual Property Rights, a worldwide, nonexclusive, non-transferable (except in connection with a permitted assignment under Section 10.4), non-sublicensable, royalty-free, and fully paid license (i) to, in each case solely internally, install, run, and reproduce (and, solely for any such Development Deliverables that Strategic Partner expressly identifies in the applicable Initiative Addendum as modifiable, create derivative works of) Strategic Partner's Development Deliverables, solely for purposes of carrying out Salesforce's development, testing, deployment, and support obligations (in each case, solely with respect to Solutions) under this Agreement during the Term and Wind Down Period, and (ii) for any of Strategic Partner's Development Deliverables, or portions of such Development Deliverables, that Strategic Partner expressly designates, expressly in the applicable Initiative Addendum, as redistributable ("**Strategic Partner Redistributables**"), to reproduce and distribute the Strategic Partner Redistributables (and derivative works thereof, solely to the extent Strategic Partner identified such Strategic Partner Redistributables as modifiable), solely in object code or as documentation, as part of applicable Solutions during the Term and Wind Down Period. For purposes of clarity, the Parties may enter into a separate agreement applicable to the sale and distribution of Solutions; and

(b) Subject to Sections 5.4(c) and (d), Salesforce grants to Strategic Partner under all of Salesforce's applicable Intellectual Property Rights, a worldwide, nonexclusive, non-transferable (except in connection with a permitted assignment under Section 10.4), non-sublicensable, royalty-free, and fully paid license (i) to, in each case solely internally, install, run, and reproduce (and, solely for any such Development Deliverables that Salesforce expressly identifies in the applicable Initiative Addendum as modifiable, create derivative works of) Salesforce's Development Deliverables, solely for purposes of carrying out Strategic Partner's development, testing, deployment, and support obligations (in each case, solely with respect to Solutions) under this Agreement during the Term and Wind Down Period, and (ii) for any of

Salesforce's Development Deliverables, or portions of such Development Deliverables, that Salesforce expressly designates, expressly in the applicable Initiative Addendum, as redistributable ("**Salesforce Redistributables**"), to reproduce and distribute the Salesforce Redistributables (and derivative works thereof, solely to the extent Salesforce identified such Salesforce Redistributables as modifiable), solely in object code or as documentation, as part of applicable Solutions during the Term and Wind Down Period. For purposes of clarity, the Parties may enter into a separate agreement applicable to the sale and distribution of Solutions.

(c) Notwithstanding anything to the contrary in this Section 5.4, the license grants set forth in Sections 5.4(a) and 5.4(b) do not authorize the licensed Party to exercise any rights in a Development Deliverable in a manner that would subject the Development Deliverable or any portion or derivative work thereof to (or to take any action that otherwise subjects any of the other Party's Intellectual Property Rights to) an Excluded License. As used herein, an "**Excluded License**" means a license that requires, as a condition of use, modification, or distribution of software subject to such license, that such software or any other software combined or distributed with the licensed software be disclosed or distributed in source code form, licensed for the purpose of making derivative works, or redistributable at no charge.

(d) With respect to a Party's Development Deliverables, the other Party: (i) will not, and has no right to, distribute any such Development Deliverables or otherwise make any such Development Deliverables available to any third party (with or without a fee), except as otherwise expressly set forth in this Agreement; (ii) may, to the extent such Development Deliverables are master copies of marketing collateral, localize and copy such collateral, without modification (unless such modifications are first approved by the Initiative Lead of the providing Party, in writing, which may be given via email to the other Party's Initiative Lead) and distribute such copies for their intended purpose under this Agreement; (iii) may, to the extent such Development Deliverables consist of content (i.e., text, images, video, or music provided by one Party to the other under this Agreement), incorporate such content (without modification, unless such modifications are first approved by the Initiative Lead of the providing Party in writing, which may be given via email to the other Party's Initiative Lead) in Solutions and marketing collateral, and (subject to the providing Party's advance, written approval, which may be by email) distribute such content as included in such collateral or Solutions; (iv) will leave in place, and not alter or obscure, any proprietary notices and licenses in any of the providing Party's Development Deliverables; and (v) will not modify, reverse engineer, or disassemble the other party's Development Deliverables, except as authorized by the providing Party or allowed by applicable law notwithstanding this limitation. Any support or maintenance obligations relating to Development Deliverables will be included in the relevant Initiative Addendum. All of a providing Party's Development Deliverables (other than content, marketing collateral, and Strategic Partner Redistributables or Salesforce Redistributables, as applicable, in each case solely to the extent expressly designated for distribution) are the providing Party's Confidential Information (as defined in the NDA or this Agreement).

5.5 **No Intellectual Property Right License.** Subject only to any license terms set forth herein or in an Initiative Addendum, this Agreement and the Parties' performance under any Initiative Addendum does not grant, by implication, estoppel, exhaustion, or otherwise, either Party any right, title, interest, or license, in or to the other Party's (including its suppliers, distributors, affiliates and subsidiaries) Intellectual Property Rights.

5.6 **Intellectual Property Ownership.** Nothing in this Agreement will have any effect on either Party's ownership of its Intellectual Property Rights, and each Party (including its suppliers, distributors, affiliates and subsidiaries as applicable) will retain ownership of all modifications or derivative works of such Party's Development Deliverables, regardless of who creates such modifications or derivative works.

6. Non-Disclosure Agreement.

The NDA, which is incorporated herein by reference, will apply to all Confidential Information (as defined in the NDA or in this Agreement) exchanged by the Parties under this Agreement; and the Business Purpose set forth in the NDA will include the negotiation and performance of this Agreement. To the extent that the term of the NDA expires or terminates prior to the termination or expiration of this Agreement and the end of the Wind Down Period, the Parties agree that the term of the NDA will be extended through the end of the Wind Down Period for the purposes of this Agreement only. Upon termination or expiration of this Agreement or the applicable Initiative Addendum, each Party will comply with the terms of the NDA regarding the return and/or destruction of the other Party's Confidential Information and all proprietary information or materials disclosed or provided under this Agreement or such Initiative Addendum, as applicable.

7. Representations, Warranties and Covenants.

7.1 Each Party represents, warrants and covenants that:

(a) It has the full power and authority to enter into this Agreement and perform its obligations under this Agreement;

(b) This Agreement is a legal and valid obligation binding upon it and enforceable according to its terms; and

(c) Its performance of activities pursuant to this Agreement will not violate any agreement or obligation between it and a third party.

7.2 **Compliance with Laws**. Each Party will comply with all laws, statutes and regulations applicable to its activities and performance under this Agreement, including without limitation, all applicable United States anti-trust, competition, and export laws, rules, and regulations. Notwithstanding anything in this Agreement to the contrary, neither Party shall ship, export, or re-export the Properties, or any other technology, information, process, product, or service obtained directly or indirectly from the other Party hereunder, to any country or entity that is the subject of any prohibition imposed by the U.S. Export Administration Act of 1979, U.S. Executive Orders, the U.S. Department of Commerce, and the North Atlantic Treaty Organization (NATO). A Party will not be required to deliver any Properties or perform any other obligations hereunder if such a prohibition applies and the other Party fails to obtain the applicable export license.

7.3 **<u>No Other Warranties</u>.** EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN THIS SECTION 7, OR AS OTHERWISE EXPRESSLY SET FORTH IN THE APPLICABLE INITIATIVE ADDENDUM, TO THE EXTENT PERMITTED BY APPLICABLE LAW, EACH OF THE PARTIES DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE. THERE IS NO WARRANTY OF TITLE OR NON-INFRINGEMENT WITH RESPECT TO ANY PARTNER PROPERTIES OR DEVELOPMENT DELIVERABLES OR TO ANY SALESFORCE PROPERTIES OR DEVELOPMENT DELIVERABLES.

8. <u>Indemnification; Infringement Claims Affecting Solutions.</u>

8.1 Indemnification. Each Party will defend, indemnify, and hold harmless the other Party and its Affiliates, and each of their respective employees, officers, directors, agents and representatives (“**Indemnified Parties**”) from and against any actions, damages, losses, liabilities, costs and expenses (including reasonable attorneys’ fees) (“**Losses**”) arising out of any third-party claim to the extent based upon or alleging:

(i) a breach of the representations, warranties, and covenants under Section 7 of this Agreement by the Party against whom indemnification is claimed, or

(ii) any infringement, misappropriation, or violation by the Marks, Development Deliverables or Properties of the Party against whom indemnification is claimed of the Intellectual Property Rights of any unaffiliated third party, or

(iii) a breach of the NDA by the Party against whom indemnification is claimed.

For the purposes of this Section 8.1:

a. The Party claiming indemnification pursuant to this Agreement must promptly notify the other Party in writing of the claim (it being agreed that any failure to provide prompt written notice will only limit the noticed party’s indemnification obligations to the extent that late notice has actually, materially prejudiced the noticed Party);

b. The noticed Party has sole control of the defense and all related settlement negotiations with respect to the claim;

c. The noticing Party has the right, but not the obligation, to participate in the defense of any such claim or action through counsel of its own choosing at its own expense;

d. The noticing Party must cooperate fully to the extent necessary, and executes all documents necessary for the defense of such claim; and

e. The noticed Party has full authority to settle any claim, unless such settlement imposes any liability or obligations on the noticing Party. In the event a claim is settled, neither Party will publicize the settlement without first obtaining the other Party’s written permission, which permission will not be unreasonably withheld or delayed.

8.2. Infringement Claims Affecting Solutions. If the right or ability to offer a Development Deliverable, Property or Solution as contemplated by this Agreement has been or is reasonably anticipated by a Party to become enjoined or materially diminished as a result of a third party infringement claim, then the applicable Party will use good faith efforts to either: (x) procure the continuing right to offer the Development Deliverable, Property or Solution; or (y) replace or modify its applicable Development Deliverable or Property (as part of one or more Solutions, if applicable) with a reasonably equivalent Development Deliverable or Property in order to avoid the alleged infringement; and, if such Party is not able to accomplish either (x) or (y) despite using such good faith efforts, such Party may terminate availability of the applicable Development Deliverable or Property (including as part of any applicable Solutions under this Agreement). The Parties acknowledge that each of them may have responsibility under this Section 8.2 with respect to third party infringement claims regarding Solutions.

Notwithstanding anything to the contrary in this Section 8, the Parties agree that with respect to Development Deliverables, each Party will indemnify the other under Section 8.1(ii) from third party claims of infringement caused by its Development Deliverables, except that if a Redistributable of the indemnifying Party (as described in Section 5.4(a) or (b)) is generally available to the public under standard terms and conditions when that Redistributable is made available to the other Party under this Agreement, then, solely with respect to that Redistributable, the third party infringement warranty and indemnification provisions, if any, in those standard terms and conditions will supersede the indemnification obligations in Section 8(ii). For clarity, (1) if the standard terms and conditions for a publicly-available Redistributable do not include any terms relating to third party infringement claims, then the other Party will not be indemnified from third party claims under Section 8(ii); and (2) if a Redistributable is not publicly available under standard terms and conditions, then the other Party will be indemnified from third party claims under Section 8(ii).

9. <u>Exclusion of Damages and Limitation of Liability</u>

9.1 EXCLUSION OF DAMAGES. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION 9.1 OR IN SECTION 9.3 BELOW, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL EITHER PARTY OR ITS AFFILIATES, NOR THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AND SUPPLIERS, BE LIABLE FOR ANY INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS OR REVENUES, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, LOSS OF PRIVACY, OR ANY OTHER PECUNIARY LOSS) ARISING OUT OF THIS AGREEMENT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF SUCH DAMAGES WERE REASONABLY FORESEEABLE. THE EXCLUSIONS OF LIABILITY FOR DAMAGES IN THIS SECTION 9.1 APPLY REGARDLESS OF WHETHER THE LIABILITY IS BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, BREACH OF WARRANTY, OR ANY OTHER LEGAL THEORY. THIS SECTION 9.1 DOES NOT LIMIT EITHER PARTY'S OBLIGATION TO INDEMNIFY THE OTHER PARTY OR ANY OTHER INDEMNIFIED PARTIES FROM DAMAGES FINALLY AWARDED BY A COURT TO A THIRD PARTY WITH RESPECT TO CLAIMS TO WHICH THE INDEMNITY OBLIGATIONS IN SECTION 8 APPLY, EVEN IF CHARACTERIZED AS INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY TYPE.

9.2 LIMITATION OF LIABILITY. EXCEPT AS EXPRESSLY SET FORTH IN SECTION 9.3 BELOW, OR AS OTHERWISE EXPRESSLY SET FORTH IN AN INITIATIVE ADDENDUM, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE MAXIMUM AGGREGATE LIABILITY OF EACH PARTY AND ITS AFFILIATES, TOGETHER WITH ITS AND THEIR

RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, REPRESENTATIVES, LICENSORS, SUPPLIERS AND/OR DISTRIBUTORS FOR ANY AND ALL CLAIMS WHATSOEVER ARISING OUT OF OR UNDER THIS AGREEMENT WILL NOT EXCEED IN THE AGGREGATE AN AMOUNT EQUAL TO THE GREATER OF (I) THE AMOUNTS PAID OR PAYABLE BY A PARTY UNDER THIS AGREEMENT OR (II) ONE MILLION U.S. DOLLARS (USD$1,000,000). THE LIMITATIONS ON LIABILITY IN THIS SECTION 9.2 APPLY REGARDLESS OF WHETHER THE LIABILITY IS BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, BREACH OF WARRANTY, OR ANY OTHER LEGAL THEORY.

9.3 **Exceptions.** The exclusions and limitations of Section 9.1 and Section 9.2 will not apply to (i) any infringement by either Party of the other Party's Intellectual Property Rights, (ii) any breaches of the NDA and/or Sections 5 or 6, and (ii) any breaches of or other obligations under any separate software license or other written agreement between the Parties, each of which will be governed by its own terms.

10. **<u>General</u>**

10.1 **Notices**. Except as expressly set forth herein, all notices, authorizations, and requests required or desired to be given or made in connection with this Agreement will be in writing, given by certified or registered mail (return receipt requested), or express courier (charges prepaid), and addressed in accordance with the contact details set forth on the Cover Page (or to such other address as is specified in another provision of this Agreement, or as the Party to receive the notice or request so designates by notice to the other). If a notice is given by either Party by certified or registered mail, it will be deemed received by the other Party on the third (3rd) business day following the date on which it is deposited for mailing. If a notice is given by either Party by express courier, it will be deemed received by the other Party on the next business day following the date on which it is provided to the express courier. In those cases where this Agreement permits notice to be given by a Party via email, the notice will be deemed received by the other Party when the email is sent to the designated recipient's business email address, provided that no intervening event directed by a third party or a Force Majeure prevents the email from reaching the designated recipient.

10.2 **Relationship of Parties**. Strategic Partner and Salesforce each acknowledge, notwithstanding any use of the word "partner," "partnership," or similar terms in this Agreement and/or in connection with this Agreement, that nothing either in this Agreement or otherwise in connection with this Agreement should be construed as creating a partnership, employer-employee relationship, agency, franchise or joint venture between Strategic Partner and Salesforce and neither Party will have the right, power or authority to obligate or bind the other in any manner whatsoever without its prior written consent. Each Party will be responsible with respect to its own employees and/or subcontractors, including, without limitation, for all applicable taxes, benefits and other obligations. Any fees payable by either Party to the other Party under an Initiative Addendum (as "Payor")The Payor will provide all

10.3 **Governing Law; Attorneys' Fees**. This Agreement is governed by the laws of the State of California, without regard to its conflict of laws rules. The United Nations Convention of Contracts for the International Sale of Goods does not govern this Agreement. If federal jurisdiction exists, each Party consents to exclusive jurisdiction and venue in the federal courts in the Northern District of California. If federal jurisdiction does not exist, each Party consents to exclusive jurisdiction and venue in the state courts seated in San

Francisco, California. Each Party agrees to service of process in accordance with the rules of the specified courts, and not to raise defenses of lack of personal jurisdiction or inconvenient forum. In any dispute relating to this Agreement, the prevailing Party will be entitled to recover reasonable attorneys' fees and costs.

10.4 **Assignment**. This Agreement is binding upon and inures to the benefit of each Party's respective successors and lawful permitted assigns. Notwithstanding the foregoing, neither Party may assign this Agreement, or any rights or obligations hereunder, whether by contract or by operation of law, except with the express written consent of the other Party, which consent may be granted or withheld in that Party's sole discretion, provided that either Party may, without the written consent of the other Party, assign this Agreement: (i) in connection with a merger, acquisition, or sale of all or substantially all of its assets, or (ii) to any Affiliate or as part of a corporate reorganization. Effective upon any assignment by a Party as permitted by this Section 10.4, the assignee is deemed a party to this Agreement. Any attempted assignment in violation of this Section will be void. For purposes of this Agreement, an "assignment" under this Section will be deemed to include, without limitation, the following: (a) a merger of a Party where that Party is not the surviving entity; (b) any transaction or series of transactions whereby a third party acquires direct or indirect power to control the management and policies of a Party, whether through the acquisition of voting securities, by contract, or otherwise; or (c) the sale of more than fifty percent (50%) of a Party's assets (whether in a single transaction or series of related transactions).

10.5 **Taxes.** Any fees payable by either Party (as "**Payor**") to the other Party ("**non-Payor Party**") under the applicable Initiative Addendum are exclusive of applicable taxes and duties, including VAT, GST, excise taxes, and sales and transaction taxes ("**Indirect Taxes**"). The non-Payor Party may charge and the Payor will pay all Indirect Taxes that the non-Payor Party is legally obligated or allowed to collect from the Payor. The Payor will provide information to the non-Payor Party as reasonably required to determine whether the non-Payor is obligated to collect Indirect Taxes from the Payor. The non-Payor Party will not collect, and the Payor will not pay, any Indirect Tax for which the Payor furnishes the non-Payor Party a properly completed exemption certificate or direct payment permit certificate for which the non-Payor Party may claim an available exemption from such Indirect Tax. If the non-Payor Party becomes aware that the amount of Indirect Tax charged to the Payor was incorrect, then the non-Payor Party will promptly provide a corrected invoice to the Payor showing the correct amount and refund any overpaid Indirect Tax paid by the Payor. If taxes are required to be withheld on any amounts otherwise to be paid by the Payor under this Agreement, the Payor will deduct such taxes from the amount otherwise owed and pay them to the appropriate taxing authority. The Payor will secure and deliver to the other Party an official receipt for any taxes withheld. Payor will notify the other Party that it plans to deduct or withhold taxes on amounts otherwise to be paid by the Payor under this Agreement at least thirty (30) days prior to the payment If for any reason a court of competent jurisdiction finds any provision of this Agreement, or portion thereof, to be unenforceable, that provision of the Agreement will be enforced to the maximum extent permissible so as to effectuate the intent of the Parties, and the remainder of this Agreement will continue in full force and effect. Failure by either Party to enforce any provision of this Agreement will not be deemed a waiver of future enforcement of that or any other provision. This Agreement has been negotiated by the Parties and their respective counsel and will be interpreted fairly in accordance with its terms and without any strict construction in favor of or against either Party. Headings in this

Agreement are for convenience only and will not be used to interpret or construe its provisions.

10.6 Non-Exclusive Remedies. Except as otherwise expressly stated in this Agreement: all rights and remedies under this Agreement are non-exclusive and cumulative, and may be exercised singularly or concurrently.

10.7 Compliance with Export Laws. The Parties will comply with all applicable governmental regulations, laws, orders or other restrictions (and any related information and documentation) imposed on the export of software in connection with the performance of this Agreement.

10.8 Excusal of performance. Neither Party will be responsible, or be in breach of this Agreement, if its performance is delayed as a result of any act of God, war, fire, earthquake, sickness, accident, civil commotion, act of government, or any other cause wholly beyond its control, including without limitation, denial of service attacks, and not due to its own negligence or that of its Subcontractors, contractors or representatives, and which cannot be overcome by the exercise of reasonable due diligence (a "**Force Majeure**"). Either Party may terminate this Agreement or an applicable Initiative Addendum if a Force Majeure materially affects the compliance of a Party with this Agreement for more than thirty (30) days and the Parties have not mutually agreed in writing on a plan for mitigating the effects of such Force Majeure.

10.9 Affiliates and Third Parties. Although this Agreement is entered into between Strategic Partner and Salesforce, either Party may delegate performance of various portions of its obligations under this Agreement (and grant sub-licenses of the other Party's relevant Intellectual Property Right to the sublicensing Party under this Agreement solely to act on behalf of and for the benefit of the Party and not for any other purpose) to its applicable Affiliates or designated third parties acting on behalf of and for the benefit of the Party (collectively, "**Subcontractors**"). The delegating Party remains liable for the Subcontractor's performance, and a Subcontractor's act or failure to act that would have breached this Agreement had the delegating Party so acted or failed to act will be imputed to the delegating Party.

10.10 Resale. Subject to the restrictions and terms of this Agreement, Partner hereby grants to Salesforce the right to utilize Outbound Resellers to market, demonstrate, resell, support and contract with customers to sell Solutions.

10.11 Order of Precedence. If there is any direct conflict between these General Terms and Conditions and any terms contained in an Initiative Addendum not resolved explicitly on the face of those documents, then the terms of such Initiative Addendum will control, but only to the extent of that conflict and solely with respect to such Initiative Addendum. If a particular subject is addressed in these General Terms and Conditions and not in such Initiative Addendum, then no conflict will be deemed to exist and the terms in these General Terms and Conditions will control. For the avoidance of doubt, the Parties do not intend for any implementing documents (e.g. purchase orders) to be issued or accepted under this Agreement, other than Initiative Addenda signed by authorized representatives of both Parties or except as otherwise provided in the applicable Initiative Addendum or agreed in writing by the Parties.

10.12 Counterparts; Execution. This Agreement may be executed in one or more counterparts, each of which will be deemed an original, and all of which will constitute one and the same agreement. This Agreement may be executed by any electronic means of accurately reproducing an image.

10.13 **Entire Agreement**. This Agreement does not constitute an offer by either Party and it will not be effective until signed by both Parties. This Agreement, together with the NDA and subject to Section 3.3 (Applicability of Other Agreements), constitutes the entire agreement between the Parties with respect to the subject matter hereof and merges all prior and contemporaneous oral and written communications, proposals, representations, and agreements with respect to such subject matter. This Agreement may not be modified except by a written agreement dated subsequent to the Effective Date of this Agreement and signed on behalf of Partner and Salesforce by their respective authorized representatives. Except as otherwise provided herein, the NDA and the other agreements referenced herein are governed by their own terms.