



Professional Services Agreement

THIS AGREEMENT GOVERNS CUSTOMER'S PURCHASE AND RECEIPT OF SFDC PROFESSIONAL SERVICES. CAPITALIZED TERMS HAVE THE DEFINITIONS SET FORTH HEREIN.

BY ACCEPTING THIS AGREEMENT, BY (1) CLICKING A BOX INDICATING ACCEPTANCE, OR (2) EXECUTING A STATEMENT OF WORK ("SOW") OR ORDER FORM THAT REFERENCES THIS AGREEMENT, CUSTOMER AGREES TO THE TERMS OF THIS AGREEMENT. IF THE INDIVIDUAL ACCEPTING THIS AGREEMENT IS ACCEPTING ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, SUCH INDIVIDUAL REPRESENTS THAT THEY HAVE THE AUTHORITY TO BIND SUCH ENTITY AND ITS AFFILIATES TO THESE TERMS AND CONDITIONS, IN WHICH CASE THE TERM "CUSTOMER" SHALL REFER TO SUCH ENTITY AND ITS AFFILIATES. 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 AND MAY NOT RECEIVE THE PROFESSIONAL SERVICES.

SFDC's direct competitors are prohibited from receiving the Professional Services, except with SFDC's prior written consent. In addition, the Professional Services may not be received for purposes of evaluating or monitoring their quality or performance, or for any other benchmarking or competitive purposes.

This Agreement was last updated on March 8, 2024. It is effective between Customer and SFDC as of the date of Customer's accepting this Agreement.

1. DEFINITIONS

"Affiliate" means any entity that directly or indirectly controls, is controlled by, or is under common control with the subject entity.

"Control," for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.

"Agreement" means this Professional Services Agreement and any exhibits, schedules and addenda.

"Change Order" means an amendment to an SOW or Order Form, as applicable, as described in the "Change Orders" section below. Change Orders will be deemed incorporated by reference in the applicable SOW or Order Form, as applicable in the absence of an SOW.

"Customer" means in the case of an individual accepting this Agreement on his or her own behalf, such individual, or in the case of an individual accepting this Agreement on behalf of a company or other legal entity, the company or other legal entity for which such individual is accepting this Agreement, and Affiliates of that company or entity (for so long as they remain Affiliates) which have entered into SOWs or Order Forms for Professional Services.

"Deliverable" means any output of the Professional Services that is identified as a Deliverable under an SOW or Order Form.

"Online Services" means any online, web-based services and associated offline components made available by SFDC (or one or more SFDC Affiliates) to Customer under a separate agreement.

"Order Form" means an ordering document specifying the Professional Services to be provided hereunder and that is entered into between Customer and SFDC or any SFDC Affiliates, including any addenda and supplements thereto. Order Forms governed, in whole or in part, by this Agreement must have a SOW attached thereto or expressly state that the Order Form or certain Professional Services provided thereunder are governed by this Agreement. By entering into an Order Form hereunder, an Affiliate agrees to be bound by the terms of this Agreement as if it were an original party hereto. Notwithstanding any language to the contrary in the Order Form, all Professional Services purchased under an Order Form are purchased separately from the Online Services and all references to "Order Form" herein shall not apply in any way to any Online Services, including without limitation, with respect to payment obligations and termination rights

"Professional Services" means work performed by SFDC, its Affiliates, or its or their respective permitted subcontractors under an

SOW or Order Form, including the provision of any Deliverables specified in such SOW or Order Form.

“**Professional Services Security, Privacy and Architecture Documentation**” means the Security, Privacy and Architecture Documentation applicable to the Professional Services purchased by Customer, as updated from time to time, and accessible via SFDC’s Legal webpage at <https://www.salesforce.com/company/legal/agreements/>, or as otherwise made reasonably available by SFDC.

“**SFDC**” means the Salesforce company described in the “SFDC Contracting Entity, Notices, Governing Law, and Venue” section below.

“**SOW**” means a statement of work describing Professional Services to be provided hereunder, that is entered into between Customer and SFDC or any SFDC Affiliates or which is incorporated into an Order Form that is entered into between Customer and SFDC or any SFDC Affiliates. An SFDC Affiliate that executes an SOW with Customer will be deemed to be “SFDC” as such term is used in this Agreement. SOWs or Order Forms will be deemed incorporated herein by reference.

2. PROFESSIONAL SERVICES

- 2.1. Scope of Professional Services.** SFDC will provide to Customer the Professional Services specified in each SOW or Order Form (as applicable), subject to Customer’s payment of all applicable fees as set forth in the “Fees” section of this Agreement.
- 2.2. Relationship to Online Services.** This Agreement is limited to Professional Services and does not convey any right to use Online Services. Any use of Online Services by Customer will be governed by a separate agreement. Customer agrees that its purchase of Professional Services is not contingent on the delivery of any future Online Service functionality or features, other than Deliverables, subject to the terms of the applicable SOW or Order Form, or on any oral or written public comments by SFDC regarding future Online Service functionality or features.
- 2.3. Protection of Professional Services Customer Information.** SFDC will maintain appropriate technical and organizational measures for the protection of the security, confidentiality and integrity of Professional Services Customer Information, as defined and described in the Professional Services Security, Privacy and Architecture Documentation. The terms of the data processing addendum at https://www.salesforce.com/content/dam/web/en_us/www/documents/legal/Agreements/professional-service-agreements-and-terms/psa-data-processing-addendum.pdf (“PSDPA”) posted as of the Effective Date are hereby incorporated by reference and shall apply to Personal Data, as defined in the PSDPA. To the extent Personal Data from the European Economic Area (EEA), the United Kingdom and Switzerland are processed by SFDC, the Standard Contractual Clauses shall apply, as further set forth in the PSDPA. For the purposes of the Standard Contractual Clauses, Customer and its applicable Affiliates are each the data exporter, and Customer’s execution of this Agreement, and an applicable Affiliate’s execution of an SOW or Order Form, as applicable, shall be treated as its execution of the Standard Contractual Clauses and appendices.

3. CUSTOMER COOPERATION

- 3.1. Cooperation.** Customer will cooperate reasonably and in good faith with SFDC in its performance of Professional Services by, without limitation:
- (a) Resources. Assigning an internal project manager as primary point of contact for each project and allocating sufficient resources to perform its obligations under each SOW or Order Form;
 - (b) Actions. i) Promptly responding to SFDC inquiries and providing Customer deliverables including accurate information, data, and feedback as necessary for the project, ii) actively participating in scheduled meetings and performing other obligations required under each SOW or Order Form, and iii) to the extent necessary for the applicable project, providing appropriate administrative access to Customer’s Online Service account;
 - (c) Facilities and Equipment. To the extent necessary for the applicable project, providing at no charge to SFDC, office workspace and access to other facilities, and suitably configured computer equipment with Internet access.
- 3.2. Delays.** If SFDC is unable to perform the Professional Services due to a Customer delay, including failure to comply with Section 3.1 above, Customer may be responsible for additional resource fees.

4. DELIVERY AND CHANGE ORDERS

- 4.1. Delivery of Services.** SFDC will provide the Professional Services, including any Deliverables, in accordance with the Agreement and the applicable SOWs or Order Forms.

- 4.2. Change Orders.** Changes to a SOW or Order Form will require a written Change Order signed by the parties prior to implementation of the changes. Such changes may include, for example, changes to the scope of work and any corresponding changes to the estimated fees and schedule.
- 5. FEES, INVOICING AND TAXES**
- 5.1. Fees.** Customer will pay SFDC for the Professional Services at the rates specified in the applicable SOW or Order Form, or if no rate is specified in the SOW or Order Form, SFDC's standard rates in effect at the time the SOW or Order Form is executed. Professional Services are provided on either a time-and-materials or fixed fee basis, as provided in an SOW or Order Form. Any amount set forth in a time-and-materials SOW is solely a good-faith estimate for Customer's budgeting and SFDC's resource-scheduling purposes, and is not a guarantee that the work will be completed for that amount; the actual amount may be higher or lower. If the estimated amount is expended, SFDC will continue to provide Professional Services under the same rates and terms. SFDC will periodically update Customer on the status of the Professional Services and the fees accrued under SOWs or Order Forms.
- 5.2. Incidental Expenses.** Customer will reimburse SFDC for reasonable travel and out-of-pocket expenses incurred in connection with Professional Services. If an estimate of incidental expenses is provided in the applicable SOW or Order Form, SFDC will not exceed such estimate without the written consent of Customer.
- 5.3. Invoicing and Payment.** Charges for Professional Services sold on a SOW will be invoiced monthly in arrears unless otherwise expressly stated in the applicable SOW. Charges for Professional Services sold on an Order Form will be invoiced in advance in the manner as provided in the Order Form, as applicable, unless otherwise expressly stated therein. Invoiced amounts will be due net 30 days from the invoice date. Customer is responsible for providing SFDC with its complete and accurate billing and contact information and notifying SFDC of any changes to such information.
- 5.4. Overdue Charges.** Subject to the "Payment Disputes" section, if any invoiced amount is not received by SFDC by the due date, then without limiting SFDC's rights or remedies, (a) those charges may accrue late interest at the rate of 1.5% of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower, and/or (b) SFDC may condition future purchases of Professional Services on payment terms shorter than those specified in the "Invoicing and Payment" section.
- 5.5. Suspension of Professional Services.** Subject to the "Payment Disputes" section, if any amount owing by Customer under this or any other agreement for SFDC's Professional Services is 30 days or more overdue, SFDC may, without limiting its other rights and remedies, suspend its performance of Professional Services until such amounts are paid in full.
- 5.6. Payment Disputes.** SFDC will not exercise its rights under the "Overdue Charges" or "Suspension of Professional Services" sections above if Customer is disputing the applicable charges reasonably and in good faith and cooperating diligently to resolve the dispute.
- 5.7. Taxes.** SFDC's fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including, for example, value-added, sales, use or withholding taxes, assessable by any jurisdiction whatsoever (collectively, "**Taxes**"). Customer is responsible for paying all Taxes associated with its purchases hereunder. If SFDC has the legal obligation to pay or collect Taxes for which Customer is responsible under this section, SFDC will invoice Customer and Customer will pay that amount, unless Customer provides SFDC with a valid tax exemption certificate authorized by the appropriate taxing authority. For clarity, SFDC is solely responsible for taxes assessable against it based on its income, property and employees.
- 6. PROPRIETARY RIGHTS AND LICENSES**
- 6.1. Customer Intellectual Property.** Customer does not grant to SFDC any rights in or to Customer's intellectual property except such licenses as may be required for SFDC to perform its obligations hereunder.
- 6.2. Confidential Information.** As between the parties, each party retains all ownership rights in and to its Confidential Information.
- 6.3. License for Contract Property.** Subject to Customer's payment of fees due under an applicable SOW or Order Form, SFDC grants Customer a worldwide, perpetual, non-exclusive, non-transferable, royalty-free license to copy, maintain, use and run (as applicable) solely for its internal business purposes associated with its use of SFDC's online and offline services anything developed by SFDC for Customer, including Deliverables, under this Agreement ("**Contract Property**"). SFDC and Customer each retains all right, title and interest in its respective intellectual property and SFDC retains all ownership rights in the Contract Property.
- 7. CONFIDENTIALITY**
- 7.1. Definition of Confidential Information.** "**Confidential Information**" means all information disclosed by a party ("**Disclosing Party**") to the other party ("**Receiving Party**"), whether orally or in writing, that is designated as confidential or

that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Confidential Information of each party includes the terms and conditions of this Agreement and all SOWs or Order Forms (including pricing), as well as business and marketing plans, strategies, data, technology and technical information, product plans and designs, and business processes disclosed by such party. However, Confidential Information does not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (iii) is received from a third party without knowledge of any breach of any obligation owed to the Disclosing Party, or (iv) was independently developed by the Receiving Party.

- 7.2. Protection of Confidential Information.** The Receiving Party will use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but not less than reasonable care) to (i) not use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement, and (ii) except as otherwise authorized by the Disclosing Party in writing, limit access to Confidential Information of the Disclosing Party to those of its and its Affiliates' employees and contractors who need that access for purposes consistent with this Agreement and who have signed confidentiality agreements with the Receiving Party containing protections not materially less protective of the Confidential Information than those herein. Neither party will disclose the terms of this Agreement or any SOW or Order Form to any third party other than its Affiliates, legal counsel and accountants without the other party's prior written consent, provided that a party that makes any such disclosure to its Affiliate, legal counsel or accountants will remain responsible for such Affiliate's, legal counsel's or accountant's compliance with this "Confidentiality" section.
- 7.3. Compelled Disclosure.** The Receiving Party may disclose Confidential Information of the Disclosing Party to the extent compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of the compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure. If the Receiving Party is compelled by law to disclose the Disclosing Party's Confidential Information as part of a civil proceeding to which the Disclosing Party is a party, and the Disclosing Party is not contesting the disclosure, the Disclosing Party will reimburse the Receiving Party for its reasonable cost of compiling and providing secure access to that Confidential Information.

8. REPRESENTATIONS, WARRANTIES, EXCLUSIVE REMEDIES AND DISCLAIMERS

- 8.1. Representations.** Each party represents that it has validly entered into this Agreement and has the legal power to do so.
- 8.2. Warranty.** SFDC warrants that the Professional Services will be performed in a professional and workmanlike manner in accordance with generally accepted industry standards. For any breach of the above warranty, Customer's exclusive remedy and SFDC's entire liability will be the re-performance of the applicable Professional Services. If SFDC is unable to re-perform the Professional Services as warranted, Customer will be entitled to recover the Professional Services fees paid to SFDC for the deficient Professional Services. Customer must make any claim under the foregoing warranty to SFDC in writing within 90 days of performance of such Professional Services in order to receive warranty remedies.
- 8.3. Disclaimer.** EXCEPT AS EXPRESSLY PROVIDED HEREIN, NEITHER PARTY MAKES ANY WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND EACH PARTY SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

9. INDEMNIFICATION

- 9.1. Mutual Indemnity.** Each party (the "Indemnitor") will defend the other party (the "Indemnitee") against any claim, demand, suit or proceeding ("Claim") made or brought against the Indemnitee by a third party (i) arising out of death, personal injury or damage to tangible property to the extent caused by Indemnitor's personnel in its performance or receipt of, as applicable, the Professional Services, and (ii) alleging that any information, design, specification, instruction, software, data or material furnished by the Indemnitor hereunder ("**Material**") infringes or misappropriates such third party's intellectual property rights, and will indemnify the Indemnitee from any damages, attorneys fees and costs finally awarded against the Indemnitee as a result of, or for amounts paid by Indemnitee under a settlement approved in writing by Indemnitor of, any such Claim, provided that the Indemnitee: (a) promptly gives the Indemnitor written notice of the Claim; (b) gives the Indemnitor sole control of the defense and settlement of the Claim (except that the Indemnitor may not settle any Claim unless the settlement unconditionally releases the Indemnitee of all liability); and (c) gives the Indemnitor all reasonable assistance, at the Indemnitor's cost. The Indemnitor will have no liability for any such Claim described in subsection (ii) above to the extent that (1) it arises from specifications or other Material provided by the other party, or (2) such claim is based on modifications to the Material by anyone other than Indemnitor. In the event that some or all of the Material is held or is reasonably believed by the Indemnitor to infringe or misappropriate, the Indemnitor may, in its discretion and at no cost to the Indemnitee, (A) modify or replace the Material so it is no longer claimed to infringe or misappropriate, (B) obtain a license for the Indemnitee's continued use of the Material in accordance with this Agreement, or (C) require return of the affected Material

and all rights thereto from the Indemnitee. If the Indemnitor exercises option (C), either party may terminate the relevant SOW or Professional Services purchased under an Order Form upon 10 days' written notice given within 30 days after the Indemnitor's exercise of such option, subject to the "Payment Upon Termination" section below. The above defense and indemnification obligations do not apply to the extent a Claim arises from Indemnitee's breach of this Agreement or the applicable SOW or Order Form.

- 9.2. Exclusive Remedy.** This "Indemnification" section states the indemnifying party's sole liability to, and the indemnified party's exclusive remedy against, the other party for any third-party claim described in this section.

10. LIMITATION OF LIABILITY

- 10.1. Limitation of Liability.** IN NO EVENT SHALL THE AGGREGATE LIABILITY OF EACH PARTY TOGETHER WITH ALL OF ITS AFFILIATES ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED THE TOTAL AMOUNT PAID BY CUSTOMER AND ITS AFFILIATES HEREUNDER FOR THE STATEMENT OF WORK OR ORDER FORM OUT OF WHICH THE LIABILITY AROSE. THE FOREGOING LIMITATION WILL APPLY WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY, BUT WILL NOT LIMIT CUSTOMER'S AND ITS AFFILIATES' PAYMENT OBLIGATIONS UNDER THE "FEES AND PAYMENT" SECTION.

- 10.2. Exclusion of Consequential and Related Damages.** IN NO EVENT WILL EITHER PARTY OR ITS AFFILIATES HAVE ANY LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT FOR ANY LOST PROFITS, REVENUES, GOODWILL, OR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, COVER, BUSINESS INTERRUPTION, OR PUNITIVE DAMAGES, WHETHER AN ACTION IS IN CONTRACT OR TORT, AND REGARDLESS OF THE THEORY OF LIABILITY, EVEN IF A PARTY OR ITS AFFILIATES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF A PARTY'S OR ITS AFFILIATES' REMEDY OTHERWISE FAILS OF ITS ESSENTIAL PURPOSE. THE FOREGOING DISCLAIMER WILL NOT APPLY TO THE EXTENT PROHIBITED BY LAW.

11. TERM AND TERMINATION

- 11.1. Term.** This Agreement commences on the Effective Date and will remain in effect until terminated in accordance with this section.
- 11.2. Termination for Convenience.** Either party may terminate this Agreement at any time for convenience upon 10 days' written notice to the other. To the extent there are SOWs or Order Forms in effect when a party terminates this Agreement, such SOWs or Order Forms shall continue to be governed by this Agreement as if it had not been terminated. Customer may terminate an individual SOW or Order Form for convenience to the extent set forth in such SOW or Order Form.
- 11.3. Termination for Cause.** A party may terminate this Agreement and/or any SOW or Order Form for cause: (i) upon 30 days written notice to the other party of a material breach if such breach remains uncured at the expiration of such period, or (ii) if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors.
- 11.4. Payment Upon Termination.** Upon any termination of an SOW or Order Form, Customer will pay, in accordance with the "Invoicing and Payment" section of this Agreement, any unpaid fees and expenses incurred on or before the termination date (such Professional Services fees to be paid on a time-and-materials or percent-of-completion basis, as appropriate). In the event that Customer terminates an SOW or Order Form for cause and Customer has pre-paid any fees for Professional Services not yet received, SFDC will refund such pre-paid fees. In the event that SFDC terminates an SOW or Order Form for cause, any pre-paid fees for Professional Services charged on a fixed-fee basis are non-refundable, unless expressly stated otherwise in an SOW or Order Form.
- 11.5. Surviving Provisions.** The sections titled "License for Contract Property," "Confidentiality," "Representations, Warranties, Exclusive Remedies and Disclaimers," "Fees, Invoicing and Taxes," "Indemnification," "Limitation of Liability," "Term and Termination" and "General" will survive any termination or expiration of this Agreement.

12. INSURANCE

Each party will maintain, at its own expense during the term of this Agreement, insurance appropriate to its obligations under this Agreement, including as applicable general commercial liability, errors and omissions, employer liability, automobile insurance, and worker's compensation insurance as required by applicable law.

13. GENERAL

- 13.1. Compliance with Laws.** Each party will comply with all laws and governmental rules and regulations that apply to such party in its performance of its obligations and exercise of its rights, under this Agreement.
- 13.2. Export Compliance.** The Professional Services, including Deliverables SFDC makes available, and derivatives thereof may be subject to export laws and regulations of the United States and other jurisdictions. Each party represents that it is not on

any U.S. government denied-party list. Neither party will access or use any Deliverables or Confidential Information provided to it hereunder in a U.S.-embargoed country or region (currently the Crimea, Luhansk or Donetsk regions, Cuba, Iran, North Korea, Syria), as may be updated from time-to-time at <https://www.salesforce.com/company/legal/compliance/> or in violation of any U.S. export law or regulation.

- 13.3. Anti-Corruption.** Neither party has received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from an employee or agent of the other party in connection with this Agreement. Reasonable gifts and entertainment provided in the ordinary course of business do not violate the above restriction.
- 13.4. Entire Agreement and Order of Precedence.** This Agreement is the entire agreement between Customer and SFDC regarding the provision and receipt of Professional Services and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. No modification, amendment, or waiver of any provision of this Agreement will be effective unless in writing and signed by the party against whom the modification, amendment or waiver is to be asserted. Notwithstanding any language to the contrary therein, no terms or conditions stated in Customer's purchase order or in any other Customer order documentation will be incorporated into or form any part of this Agreement, and all such terms or conditions will be void. In the event of any conflict or inconsistency among the following documents, the order of precedence shall be: (1) the applicable SOW or Order Form, (2) any exhibit, schedule or addendum to this Agreement and (3) the body of this Agreement.
- 13.5. Relationship of the Parties.** The parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties. Each party will be solely responsible for payment of all compensation owed to its employees, as well as all employment-related taxes.
- 13.6. No Third-Party Beneficiaries.** There are no third-party beneficiaries to this Agreement.
- 13.7. Personnel.** SFDC will be responsible for the performance of Professional Services by its personnel, including subcontractors.
- 13.8. Waiver.** No failure or delay by either party in exercising any right under this Agreement will constitute a waiver of that right.
- 13.9. Severability.** If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision will be deemed null and void, and the remaining provisions of this Agreement will remain in effect.
- 13.10. Assignment.** Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the other party's prior written consent (not to be unreasonably withheld), provided however, either party may assign this Agreement in its entirety (including all SOWs or Order Forms, as applicable), without the other party's consent, to its Affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets. Notwithstanding the foregoing, if a party is acquired by, sells substantially all of its assets to, or undergoes a change of control in favor of, a direct competitor of the other party, then such other party may terminate this Agreement upon written notice. A party's sole remedy for any purported assignment by the other party in breach of this paragraph will be, at the non-assigning party's election, termination of this Agreement upon written notice to the assigning party. Subject to the foregoing, this Agreement will bind and inure to the benefit of the parties, their respective successors and permitted assigns.
- 13.11. SFDC Contracting Entity, Notices, Governing Law, and Venue.** The SFDC entity entering into this Agreement, the address to which Customer should direct notices under this Agreement, the law that will apply in any lawsuit arising out of or in connection with this Agreement, and the courts that have jurisdiction over any such lawsuit, depend on where Customer is domiciled.

For Customers domiciled in North or South America				
If Customer is domiciled in:	The SFDC entity entering into this Agreement is:	Notices should be addressed to:	Governing law is:	Courts with exclusive jurisdiction are:
Any country other than Brazil or Canada	Salesforce, Inc. (f/k/a salesforce.com, inc.), a Delaware corporation	Salesforce Tower, 415 Mission Street, 3rd Floor, San Francisco, California, 94105, U.S.A., attn: VP, Worldwide Sales Operations, with a copy to attn: General Counsel	California and controlling United States federal law	San Francisco, California, U.S.A.
Brazil	Salesforce Tecnologia Ltda.	Av. Jornalista Roberto Marinho, 85, 14º Andar -	Brazil	São Paulo, SP, Brazil

		Cidade Monções, CEP 04576-010 São Paulo - SP		
Canada	salesforce.com Canada Corporation, a Nova Scotia corporation	Salesforce Tower, 415 Mission Street, 3rd Floor, San Francisco, California, 94105, U.S.A., attn: VP, Worldwide Sales Operations, with a copy to attn: General Counsel	Ontario and controlling Canadian federal law	Toronto, Ontario, Canada

For Customers domiciled in Europe, the Middle East, or Africa				
If Customer is domiciled in:	The SFDC entity entering into this Agreement is:	Notices should be addressed to:	Governing law is:	Courts with exclusive jurisdiction are:
Any country other than France, Germany, Italy, Spain, or the United Kingdom	SFDC Ireland Limited, a limited liability company incorporated in Ireland	Salesforce UK Limited, Floor 26 Salesforce Tower, 110 Bishopsgate, London, EC2N 4AY, United Kingdom, attn: VP, Sales Operations, with a copy to attn.: Legal Department - Salesforce Tower, 60 R801, North Dock, Dublin, Ireland	England	London, England
France	salesforce.com France, a French S.A.S company with a share capital of 37,000 €, registered with the Paris Trade Registry under number 483 993 226 RCS Paris, Registered office: 3 Avenue Octave Gréard, 75007 Paris, France	Salesforce UK Limited, Floor 26 Salesforce Tower, 110 Bishopsgate, London, EC2N 4AY, United Kingdom, attn: VP, Sales Operations, with a copy to attn.: Legal Department - Service Juridique, 3 Avenue Octave Gréard, 75007 Paris, France	France	Paris, France
Germany	salesforce.com Germany GmbH, a limited liability company, incorporated in Germany	Salesforce UK Limited, Floor 26 Salesforce Tower, 110 Bishopsgate, London, EC2N 4AY, United Kingdom, attn: VP, Sales Operations, with a copy to attn.: Legal Department - Erika-Mann-Strasse 31-37, 80636 München, Germany	Germany	Munich, Germany
Italy	salesforce.com Italy S.r.l., an Italian limited liability company having its registered address at Piazza Filippo Meda 5, 20121 Milan (MI), VAT / Fiscal code n. 04959160963	Salesforce UK Limited, Floor 26 Salesforce Tower, 110 Bishopsgate, London, EC2N 4AY, United Kingdom, attn: VP, Sales Operations, with a copy to attn.: Legal Department	Italy	Milan, Italy

Spain	Salesforce Systems Spain, S.L., a limited liability company incorporated in Spain	Salesforce UK Limited, Floor 26 Salesforce Tower, 110 Bishopsgate, London, EC2N 4AY, United Kingdom, attn: VP, Sales Operations, with a copy to attn.: Legal Department - Paseo de la Castellana 79, Madrid, 28046, Spain	Spain	Madrid, Spain
United Kingdom	Salesforce UK Limited, a limited liability company incorporated in England	Salesforce UK Limited, Floor 26 Salesforce Tower, 110 Bishopsgate, London, EC2N 4AY, United Kingdom, attn: VP, Sales Operations, with a copy to attn: Legal Department, Salesforce UK Limited, Floor 26 Salesforce Tower, 110 Bishopsgate, London, EC2N 4AY, United Kingdom	England	London, England

For Customers domiciled in Asia or the Pacific Region

If Customer is domiciled in:	The SFDC entity entering into this Agreement is:	Notices should be addressed to:	Governing law is:	Courts with exclusive jurisdiction are:
Any country other than Australia, India, Japan, or New Zealand	salesforce.com Singapore Pte Ltd, a Singapore private limited company	5 Temasek Boulevard #13-01, Suntec Tower 5, Singapore, 038985, attn: Director, APAC Sales Operations, with a copy to attn: General Counsel	Singapore	Singapore
Australia or New Zealand	SFDC Australia Pty Ltd	Salesforce Tower, Level 39, 180 George St, Sydney NSW 2000, attn: Senior Director, Finance with a copy to attn: General Counsel	New South Wales, Australia	New South Wales, Australia
India	Salesforce.com India Private Limited, a company incorporated under the provisions of the Companies Act, 1956 of India	Salesforce.com India Private Limited Torrey Pines, 3rd Floor, Embassy Golflinks Software Business Park Bengaluru Karnataka 560071, India	India	Bengaluru , India
Japan	Salesforce Japan Co., Ltd. (f/k/a Kabushiki Kaisha Salesforce.com), a Japan corporation	1-1-3, Marunouchi, Chiyoda-ku, Tokyo 100-0005, Japan, attn: Senior Director, Japan Sales Operations, with a copy to attn: General Counsel	Japan	Tokyo, Japan

13.12. Manner of Giving Notice. Except as otherwise specified in this Agreement, all notices, permissions and approvals hereunder shall be in writing and shall be deemed to have been given upon: (i) personal delivery, (ii) the second business day after mailing, or (iii) the first business day after sending by email (provided email shall not be sufficient for notices of termination or an indemnifiable claim). Legal Notices to Customer will be addressed to Customer and will be clearly identifiable as Legal Notices. Billing-related notices to Customer shall be addressed to the relevant billing contact designated by Customer in the

applicable SOW or Order Form. All other notices to Customer shall be addressed to Customer contact named in the applicable SOW, and for Professional Services sold under an Order Form, to the relevant Services system administrator designated by Customer.

13.13. Agreement to Governing Law and Jurisdiction. Each party agrees to the applicable governing law above without regard to choice or conflicts of law rules, and to the exclusive jurisdiction of the applicable courts above.

13.14. Local Law Requirements: France. With respect to Customers domiciled in France, in the event of any conflict between any statutory law in France applicable to Customer, and the terms and conditions of this Agreement, the applicable statutory law shall prevail.

13.15. Local Law Requirements: Germany. With respect to Customers domiciled in Germany, Section 8 “REPRESENTATIONS, WARRANTIES, EXCLUSIVE REMEDIES AND DISCLAIMERS”, Section 9.2 “Exclusive Remedy”, and Section 10 “LIMITATION OF LIABILITY” of this Agreement are replaced with the following sections respectively:

8. BREACH OF DUTY

8.1 Duty to Perform. The Professional Services will be performed in a professional and workmanlike manner in accordance with generally accepted industry standards (“**Duty to Perform**”).

8.2 Reporting and Re-Performance. Customer shall report any deviation of the Professional Services from the Duty to Perform to SFDC in writing without undue delay during the SOW period and shall submit a detailed description of such deviation. SFDC shall re-perform the Professional Services within a reasonable period of time. Customer shall forward to SFDC any useful information available to Customer for the re-performance of the Professional Services.

8.3. Remedies. If the re-performance described in the above section fails, Customer may terminate the respective SOW or Order Form by written notice, provided that SFDC had enough time for the re-performance. Section 11.4 “Payment upon Termination” sentence 1 and sentence 2 shall apply accordingly. If SFDC is responsible for the deviation of the Professional Services from the Duty to Perform and is in default with the re-performance, Customer may assert claims for the damage caused in the scope specified in section 10 “Limitation of Liability”.

8.4 Defects in Title. Defects in title of the Professional Services shall be handled in accordance with the provisions of section 9 “Indemnification”.

9.2. Restriction. The Limitation of Liability in accordance with section 10 “Limitation of Liability” shall apply to any claims according to this section 9 “Indemnity”.

10. LIMITATION OF LIABILITY

10.1. Unlimited Liability. The Parties shall be mutually liable without limitation

- (a) in the event of wilful misconduct or gross negligence,
- (b) within the scope of an expressed guarantee taken over by the respective party,
- (c) in the event that a defect is maliciously concealed,
- (d) in case of an injury to life, body or health,
- (e) according to the German Product Liability Law.

10.2. Liability for Breach of Cardinal Duties. If cardinal duties are infringed due to slight negligence and if, as a consequence, the achievement of the objective of this Agreement including any applicable SOW or Order Form is endangered, or in case of a slightly negligent failure to comply with duties, the very discharge of which is an essential prerequisite for the proper performance of this Agreement (including any applicable SOW or Order Form), the parties’ liability shall be limited to foreseeable damage typical for the contract. In all other respects, any liability for damage caused by slight negligence shall be excluded.

10.3. Liability Cap. Unless the parties are liable in accordance with section 10.1 “Unlimited Liability”, in no event shall the aggregate liability of each party together with all of its Affiliates arising out of or related to this Agreement exceed the total amount paid by Customer and its Affiliates hereunder for the SOW or Order Form out of which the liability arose.

10.4. Limitation Period. To the extent that the parties are not liable in accordance with section 10.1 “Unlimited Liability”, the limitation period shall be 60 days for remedy claims of Customer in accordance with section 8.3 “Remedies” and 2 years for the parties’ claims for damages from the point in time they arose and the claiming party became aware thereof. Regardless of the claiming party’s awareness, the limitation period shall be 3 years from the damaging event.

10.5. Scope. With the exception of liability in accordance with section 10.1 “Unlimited Liability”, the above limitations of liability shall apply to all claims for damages, irrespective of the legal basis including claims for damages due to tort. The

above limitations of liability also apply in case of claims for damages of a party against the respective other party's employees, agents or bodies.

13.16. Local Law Requirements: Italy. With respect to Customers domiciled in Italy, Section 5.3 “Invoicing and Payment”, and Section 13.3 “Anti-Corruption” of this Agreement are replaced with the following sections respectively:

5.3. Invoicing and Payment

5.3.1 Invoicing and Payment. Charges for Professional Services sold on a SOW will be invoiced monthly in arrears unless otherwise expressly stated in the applicable SOW. Charges for Professional Services sold on an Order Form will be invoiced in advance in the manner as provided in the Order Form, as applicable, unless otherwise expressly stated therein. Invoiced amounts will be due net 30 days from the invoice date. The parties acknowledge that invoices are also to be submitted electronically by SFDC in accordance with the “Electronic Invoicing” section below through the Agenzia delle Entrate’s Exchange System (SDI – Sistema di Interscambio) and any delay due to the SDI shall not affect the foregoing payment term. Customer shall be responsible for providing complete and accurate billing and contact information to SFDC and shall notify SFDC of any changes to such information.

5.3.2 Electronic Invoicing. The invoice will be issued in electronic format as defined in article 1, paragraph 916, of Law no. 205 of December 27, 2017, which introduced the obligation of electronic invoicing, starting from January 1, 2019, for the sale of goods and services performed between residents, established or identified in the territory of the Italian State. To facilitate such electronic invoicing, Customer shall provide to SFDC at least the following information in writing: Customer full registered company name, registered office address, VAT number, tax/fiscal code and any additional code and/or relevant information required under applicable law. In any event, the parties shall cooperate diligently to enable such electronic invoicing process. Any error due to the provision by Customer of incorrect or insufficient invoicing information preventing (a) SFDC to successfully submit the electronic invoice to the SDI or (b) the SDI to duly and effectively process such invoice or (c) which, in any event, requires SFDC to issue an invoice again, shall not result in an extension of the payment term set out in the “Invoicing and Payment” section above, and such term shall still be calculated from the date of the original invoice. SFDC reserves the right to provide any invoice copy in electronic form via email in addition to the electronic invoicing described herein.

5.3.3 Split Payment. If subject to the “split payment” regime, Customer shall be exclusively responsible for payment of any VAT amount due, provided that Customer shall confirm to SFDC the applicability of such regime and, if applicable, Customer shall provide proof of such VAT payment to SFDC.

13.3 Anti-Corruption.

13.3.1 Anti-Corruption. Neither party has received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from an employee or agent of the other party in connection with this Agreement. Reasonable gifts and entertainment provided in the ordinary course of business do not violate the above restriction.

13.3.2 Code of Conduct and Organization, Management and Control Model. Customer acknowledges that SFDC has adopted an Organization, Management and Control Model pursuant to Legislative Decree 231/2001 to prevent crimes provided for therein and commits to comply with the principles contained in the above Legislative Decree 231/2001 and in the SFDC Code of Conduct which is available at the following link: https://www.salesforce.com/content/dam/web/en_us/www/documents/legal/compliance%20documents/salesforce-code-of-conduct.pdf. Customer also acknowledges and agrees that the violation of the principles and the provisions contained in Legislative Decree 231/2001 and in the SFDC Code of Conduct by Customer may entitle SFDC, based on the severity of the violation, to terminate this Agreement for cause as set out in section 11.3(i) above.

13.17. Local Law Requirements: Spain. With respect to Customers domiciled in Spain, in the event of any conflict between any statutory law in Spain applicable to Customer, and the terms and conditions of this Agreement, the applicable statutory law shall prevail.

13.18. Local Law Requirements: India. With respect to Customers domiciled in India, the following below ‘Venue’ and ‘Arbitration’ clause shall apply:

13.18.1 Venue and Arbitration

- A. Subject to the “Arbitration” Section below, the courts located in Bengaluru, India shall have exclusive jurisdiction over any dispute relating to this Agreement, and each party hereby consents to the exclusive jurisdiction of such courts. Without prejudice to the generality of the foregoing, the courts at Bengaluru, India shall have exclusive jurisdiction on matters arising from, relating to, or in connection with an award made under the “Arbitration” Section below.
- B. **Arbitration.** In the event of any dispute, controversy or claim between the Parties hereto arising out of or relating to this Agreement, the Parties shall first seek to resolve the dispute in good faith through informal discussion. If such dispute,

controversy, or claim cannot be resolved informally within a period of 10 (ten) business days from the date on which the dispute arose, the Parties agree that it shall be settled by binding arbitration to be held before a panel consisting of 3 (three) arbitrators, where each Party shall appoint an arbitrator and such arbitrators shall appoint the third and presiding arbitrator. The arbitration shall be conducted in accordance with provisions of the (Indian) Arbitration and Conciliation Act, 1996, as amended from time to time (“**Arbitration Act**”). The seat and venue of the arbitration shall be Bengaluru, India. The language of the arbitration shall be English. The Parties agree that any of them may seek interim measures under section 9 of the Arbitration Act, including injunctive relief in relation to the provisions of this Agreement or the Parties' performance of it from courts in Bengaluru, India, without prejudice to any other right the Parties may have under the Arbitration Act and other applicable laws. The arbitration panel's decision shall be final, conclusive and binding on the parties to the arbitration. The Parties shall each pay one-half of the costs and expenses of such arbitration, and each shall separately pay its respective counsel fees and expenses. The prevailing Party may, in the judgment of the arbitration panel, be entitled to recover its fees and expenses. All dispute resolution proceedings, all matters pertaining to such proceedings and all documents and submissions made pursuant thereto shall be strictly confidential and subject to the provisions of “Confidentiality” Section of this Agreement.

12.16.2 Section 5.3 “Invoicing and Payment” of this Agreement is replaced with the following section:

5.3 Invoicing and Payment

5.3.1 Invoicing and Payment. Charges for time-and-materials engagements will be invoiced monthly in arrears unless otherwise expressly stated in the applicable SOW or Order Form. Charges for fixed fee engagements will be invoiced in advance in the manner as provided in the SOW or Order Form, as applicable, unless otherwise expressly stated therein. Invoiced amounts will be due and payable net 30 days from the invoice date. Customer is responsible for providing SFDC with its complete and accurate billing and contact information and notifying SFDC of any changes to such information. The parties acknowledge that invoices are also to be submitted electronically by SFDC in accordance with the “Electronic Invoicing” section below through the Government of India’s e-invoicing system (“GST Portal”) and any delay due to such submission shall not affect the foregoing payment term. Customer shall be responsible for providing complete and accurate billing and contact information to SFDC and shall notify SFDC of any changes to such information.

5.3.2 Electronic Invoicing. Customer shall provide to SFDC at least the following information in writing to facilitate electronic invoicing: Customers full registered company/legal entity name, registered office address, goods and services tax identification number, address and/or relevant information required under applicable law. In any event, the parties shall cooperate diligently to enable such electronic invoicing process. Any error/delay in issuance of the electronic invoice due to: (a) the provision by Customer of incorrect or insufficient invoicing information preventing SFDC from successfully submitting the electronic invoice to the GST Portal; or (b) the GST Portal and/or any other government authority (or their designated agent/agency) not being able to duly and effectively process such invoice; or (c) any event which requires SFDC to issue an invoice again; shall not result in an extension of the payment term set out in the “Invoicing and Payment” section above, and such term shall still be calculated from the date of the original invoice. SFDC reserves the right to provide any invoice copy in electronic form via email in addition to the electronic invoicing described herein.

13.19. Local Law Requirements: United Kingdom. With respect to Customers domiciled in the United Kingdom, Section 13.4 “Entire Agreement and Order of Precedence” of this Agreement is replaced with the following section:

13.4 Entire Agreement and Order of Precedence. This Agreement is the entire agreement between Customer and SFDC regarding the provision and receipt of Professional Services and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. No representation, undertaking or promise shall be taken to have been given or be implied from anything said or written in negotiations between the parties prior to this Agreement except as expressly stated in this Agreement. Neither party shall have any remedy in respect of any untrue statement made by the other upon which that party relied in entering this Agreement (unless such untrue statement was made fraudulently) and that party's only remedies shall be for breach of contract as provided in this Agreement. No modification, amendment, or waiver of any provision of this Agreement will be effective unless in writing and signed by the party against whom the modification, amendment or waiver is to be asserted. Notwithstanding any language to the contrary therein, no terms or conditions stated in Customer’s purchase order or in any other Customer order documentation will be incorporated into or form any part of this Agreement, and all such terms or conditions will be void. In the event of any conflict or inconsistency among the following documents, the order of precedence shall be: (1) the applicable SOW or Order Form, (2) any exhibit, schedule or addendum to this Agreement and (3) the body of this Agreement.