STANDARD TERMS AND CONDITIONS OF SOFTWARE PURCHASE

These STANDARD TERMS AND CONDITIONS OF SOTWARE PURCHASE (the "**Software Terms**") govern the rights, remedies, and obligations of Salesforce and Supplier in connection with Supplier's provision to Salesforce of software products and/or software services under a Purchasing Document, including (i) licensed software that is intended to be installed on-premises by Salesforce and any modified, updated, or enhanced versions of such licensed software that Supplier may provide to Salesforce, including any patch, fix, upgrade, update, enhancement, or modification thereof ("**Licensed Software**"), and (ii) online, Web-based applications ("**SaaS Services**", and together with Licensed Software, **"Software"**), including associated offline components, Third-Party Applications (as defined below), and AI Systems (as defined below). Unless otherwise defined in these Software Terms, capitalized terms used in these Software Terms will have the meanings ascribed to them in the Salesforce, Inc. Standard Terms and Conditions of Purchase (the "**Terms**"). These Software Terms are in addition to, and not in lieu or limitation of, the Terms.

      1.   **Definitions.** Capitalized terms used in these Software Terms are defined in this section or in the section of these Software Terms, where they are first used.

      (i)   "**AI System**" means any portion of Software leveraging artificial intelligence technology owned or controlled by Supplier (or its affiliate) or a third-party subcontractor of Supplier, including all underlying data, content, and software used to build the AI technology, excluding all Customer Data.

      (ii)   "**Customer Data**" means all electronic data or information (i) submitted by or for Salesforce to Software (the "**Input**"); and (ii) improvements, copies, modifications, and other output generated from Software processing the Input (the "**Output**"). Confidential Information of Salesforce shall include all Customer Data and all Customer Data is "Salesforce Data" as such term is defined under the Privacy Exhibit.

      (iii)   "**Documentation**" means all specifications, user manuals, and other technical materials relating to the Software.

      (iv)   "**End User**" means individuals who are authorized by Salesforce to use the Software, for whom subscriptions to the Software have been purchased, and with regards to SaaS Servies, who have been supplied user identifications and passwords by Salesforce (or by Supplier at Salesforce's request). End Users may include Salesforce's and its affiliates' employees, consultants, contractors and agents, or third parties with whom Salesforce and/or its affiliates transacts business.

      (v)   "**Third-Party Applications**" means online, Web-based applications and offline software products comprising the SaaS Services that are provided by third parties (not the Supplier) and interoperate with and/or are incorporated into the SaaS Services.

      2.   **Licensed Software Terms.** The following terms within this Section 2 apply solely to the extent that Supplier licenses Licensed Software under a Purchasing Document. This Section 2 governs the specific rights and obligations associated with Supplier's delivery, installation, and Salesforce's use of the Licensed Software. For clarity, Licensed Software constitute "**Goods**" under the Terms, including but not limited to with respect to the following relevant provisions of the Terms: (a) Section 18 (Indemnification) and (b) Section 20 (Limitation of Liability).

      (i)   **License Grant.** Subject to the full payment of license fees in accordance with and during the term set forth in the applicable Purchasing Document, Supplier grants to Salesforce and its affiliates who execute Purchasing Documents with Supplier pursuant to these Software Terms a non-exclusive, non-transferable, worldwide, royalty free, and irrevocable license to use and reproduce that number of copies of the Licensed Software set forth in the applicable Purchasing Document and to make a reasonable number of copies of the Licensed Software for archival and back-up purposes.

      (ii)   **Ownership of Licensed Software.** Subject to the limited rights expressly granted hereunder, Supplier reserves all rights, title and interest in and to the Licensed Software and Documentation, including all related Intellectual Property Rights. No rights are granted to Salesforce other than as expressly set forth herein.

      (iii)   **Restrictions**. Salesforce shall not: (i) permit any third party to use the Licensed Software or Documentation except as permitted herein or in a Purchasing Document, (ii) create derivative works based on the Licensed

Software or Documentation, or (iii) reverse engineer, decompile or attempt to discover any source code of the Licensed Software.

(iv) Delivery. On or promptly after the effective date of the applicable Purchasing Document, Supplier will deliver the most current version of the Licensed Software to Salesforce via electronic delivery or load-and-leave services, and will not deliver tangible materials to Salesforce without Salesforce's advance written consent. Unless otherwise requested in writing by Salesforce, Supplier shall deliver all Licensed Software and Documentation solely via electronic means (e.g., FTP). Each such delivery shall be deemed complete upon confirmation from the FTP log (or equivalent) that Salesforce has electronically downloaded such Licensed Software or Documentation from the applicable site.

(v) Support Services. Supplier shall provide to Salesforce basic support for the Licensed Software at no additional charge, and/or upgraded support if purchased ("**Support Services**"), provided that the terms of such upgraded support are described in the applicable Purchasing Document.

(vi) Licensed Software Warranties.

(a) For clarity, as part of the warranty in Section 8 of the Terms, Supplier warrants that the Licensed Software shall be free from any failure to conform to the Documentation (an "**Error**"). In the event that Supplier becomes aware of, or receives notice from Salesforce of, any Error, Supplier shall, in addition to any Support Services obligations, render all services necessary to modify the Licensed Software to correct each Error and make the Licensed Software conform to the Documentation as soon as possible, but in no event later than ten (10) days following when Supplier becomes aware of the same or notice thereof from Salesforce. Notwithstanding the foregoing, Supplier will deliver updates to the Licensed Software as necessary to address bugs, security flaws or other errors, as well as modifications necessary to preserve performance and the interoperability of the Licensed Software in accordance with the Documentation.

(b) Supplier represents and warrants that, with respect to any third party or open source code or software, including any libraries, code or software licensed under the General Public License (collectively, "**Open Source Software**") incorporated in whole or in part into the Licensed Software: (i) Supplier has complied with the appropriate licenses to use and provide such Open Source Software in the provision of the Licensed Software; and (ii) the Licensed Software will not contain any Open Source Software that would cause Salesforce or its End Users to (a) license or distribute its or their software, or any derivative work or modification to such software, and/or source code ("**Salesforce Software**"), free of charge or royalty; (b) automatically grant Intellectual Property Rights or immunities in or to any Salesforce Software to a third party who otherwise would not have such rights absent Salesforce's or its End Users' use of the Licensed Software; or (c) redistribute any Salesforce Software under the terms of the license agreement under which such Open Source Software was received from Salesforce.

(vii) Transfer of Customer Data. If a transfer of any Customer Data from Salesforce to Supplier occurs in connection with the Licensed Software then, notwithstanding anything to the contrary, Section 3(v) of these Software Terms shall apply.

3.   SaaS Services Terms. The following terms within this Section 3 apply solely to the extent that Supplier provides SaaS Services under a Purchasing Document. This Section 3 governs the specific rights and obligations associated with Supplier's provision, and Salesforce's use of the SaaS Services.

(i) Provision of SaaS Services; Supplier Responsibilities. Supplier shall make the SaaS Services available to Salesforce and its affiliates worldwide pursuant to these Software Terms, the Terms and the applicable Purchasing Document during each subscription term. Supplier shall (i) make the SaaS Services available in accordance with the Service Level Agreement (SLA) Addendum attached as Annex 1. For clarity, SaaS Services constitute "**Services**" under the Terms, including but not limited to with respect to the following relevant provisions of the Terms: (a) Section 18 (Indemnification) and (b) Section 20 (Limitation of Liability).

(ii) User Subscriptions. Unless otherwise specified in the applicable Purchasing Document, (i) SaaS Services are provided as User subscriptions and may be accessed by no more than the specified number of End Users, (ii) additional User subscriptions may be added during the subscription term at the same pricing, if any, as that for the pre-existing subscriptions, prorated for the remainder of the subscription term in effect at the time the additional User subscriptions are added, and (iii) the added User subscriptions shall terminate on the same date as the pre-existing User subscriptions. User subscriptions are for designated End Users may be reassigned to new End Users replacing former End Users who no longer require ongoing use of the SaaS Services.

(iii) Ownership of Customer Data; Rights to Output. As between Supplier and Salesforce, Salesforce exclusively owns all rights, title and interest in and to all Customer Data. With respect to Output, Supplier

hereby unconditionally assigns to Salesforce all its right, title, and interest worldwide in and to such Output, including all Intellectual Property Rights therein whether owned by Supplier or licensed from a third party.

(iv) Third-Party Providers. Any provision by Supplier of third-party products or services, including Third-Party Applications and implementation, customization and other consulting services, and any exchange of data between Salesforce and any third-party provider, is solely between Supplier and the applicable third-party provider unless specifically set forth on the applicable Purchasing Document; *provided, however,* that Salesforce shall be a deemed third party beneficiary of such agreements between Supplier and any third-party provider. Supplier shall not allow providers of those Third-Party Applications to access Customer Data except as required for the interoperation of such Third-Party Applications with the SaaS Services and as specifically set forth in the Documentation. Supplier shall be responsible for any disclosure, modification or deletion of Customer Data resulting from any such access by Third-Party Application providers. The SaaS Services shall allow Salesforce to restrict such access by restricting End Users from installing or enabling such Third-Party Applications for use with the Services.

(v) Customer Data. Without limiting the confidentiality and privacy obligations of the Terms, Supplier shall maintain appropriate administrative, physical, and technical safeguards for protection of the privacy, security, confidentiality and integrity of Customer Data (including those protections applicable to Services set forth in the Supplier Security Exhibit available at https://www.salesforce.com/content/dam/web/en_us/www/documents/legal/supplier/salesforce-supplier-security -exhibit.pdf, and the Supplier Privacy Exhibit available at https://c1.sfdcstatic.com/content/dam/web/en_us/www/documents/legal/supplier/supplier-privacy-exhibit.pdf (the "**Privacy Exhibit**") and incorporated by reference herein). For the avoidance of doubt, Supplier agrees to be bound by the Privacy Exhibit and the Standard Contractual Clauses therein. Supplier shall not (i) modify Customer Data, (ii) disclose Customer Data except as compelled by law in accordance with the Terms or as expressly permitted in writing by Salesforce, (iii) access or use Customer Data except to prevent or address service or technical problems, or at Salesforce's request in connection with customer support matters; (iv) transmit any Customer Data to an AI System if the AI System uses the Customer Data (or any portion thereof) to train or improve the AI System, or is otherwise used in any way except to provide the SaaS Services; (v) retain any Customer Data except as expressly permitted in these Software Terms; and/or (vi) access any Customer Data for human review (for content moderations purposes or otherwise). With respect to (iv)-(vi), Salesforce acknowledges that Supplier may provide an "opt-out" or SaaS Service-configuration process to address the training, retention, or human review restrictions in this Section, provided that Supplier remains at all times in compliance with the confidentiality obligations set forth in the Terms, including but not limited to the obligations in Section 15 of the Terms.

(vi) SaaS Services Warranties. With respect to the SaaS Services, Supplier represents and warrants that:

(a) the SaaS Services shall perform materially in accordance with the Documentation; and

(b) the functionality of the SaaS Services will not be materially decreased during the term of the Purchasing Document.

4.   Transfers of Customer Data. If a transfer of any Customer Data from Salesforce to Supplier occurs in connection with the Software then, notwithstanding anything to the contrary, Section 3(v) of these Software Terms shall apply.

5.   Infringement. Supplier represents and warrants that the Software does not, and shall not, infringe upon or misappropriate any Intellectual Property Rights of Salesforce, its Affiliates, or any third party.

6.   Survival. In addition to Section 26 of the Terms, Section 3(v) (Customer Data) of these Software Terms will survive expiration or termination of the Terms.

7.   Entire Agreement; Conflict. Except as supplemented by these Software Terms, the Terms will remain in full force and effect and any termination of these Software Terms will not affect the terms of the Terms. These Software Terms and any Purchasing Document, together with the Terms as supplemented by these Software Terms and any Purchasing Document: (a) is intended by the parties as a final, complete and exclusive expression of the terms of their agreement, and (b) supersedes all prior agreements and understandings (whether oral or written) between the parties with respect to the subject matter hereof. If there is a conflict between the Terms and these Software Terms, these Software Terms will control with respect to the subject matter of these Software Terms.

ANNEX 1
SLA ADDENDUM

This SLA is subject to and made a part of the attached Software Terms.

1. **Availability.** Supplier shall make the SaaS Services available 99% of the time, except as provided below. Availability will be calculated per calendar quarter, as follows:

$$\left[\left(\frac{total - nonexcluded - excluded}{total - excluded}\right)*100\right] \geq 99\%$$

Where:

- o *total* means the total number of minutes in the calendar quarter;

- o *nonexcluded* means downtime that is not *excluded*; and

- o *excluded* means:

    - o Any planned downtime (not to exceed 36 hours in any calendar quarter) of which Supplier gives 24 or more hours' notice in accordance with the Terms or via a conspicuous on-screen message in the SaaS Services. Supplier will use commercially reasonable efforts to schedule all planned downtime during the hours from 6:00 p.m. Friday to 3:00 a.m. Monday, U.S. Pacific Time.

    - o Any unavailability caused by circumstances beyond Supplier's reasonable control, including, without limitation, acts of God, acts of government, flood, fire, earthquakes, civil unrest, acts of terror, strikes or other labor problems (other than those involving Supplier employees), or third-party Internet service provider failures or delays (other than those Internet service providers under contract with Supplier).

    For any partial calendar quarter during which Salesforce subscribes to the SaaS Services, availability will be calculated based on the entire calendar quarter, not just the portion for which Salesforce subscribed.

2. **Remedies.** Should Supplier fail to make the SaaS Services available as set forth in Section 1 above in a calendar quarter, Salesforce may continue to use the SaaS Services but receive a refund for one full day of subscription fees for each active subscription on the affected SaaS Services in that quarter, for each full or partial hour of SaaS Services unavailability below the percentage specified in Section 1 above. Should Supplier fail to make the SaaS Services available as set forth in Section 1 above in two consecutive calendar quarters, Salesforce may, in lieu of receiving the above-described refund for the second quarter, terminate the Purchasing Document by providing notice of termination in accordance with Section 3 below, in which case Supplier will refund to Salesforce any prepaid fees for the remainder of the SaaS Services subscription term(s) following the date of termination. The remedies described in this paragraph shall be the sole remedies available to Salesforce for breach of this SLA.

3. **Reporting, Claims and Notices.** Supplier will provide Salesforce quarterly SLA reports showing SaaS Services availability for the prior calendar quarter, within 10 business days following the end of such calendar quarter. To claim a remedy under this SLA, Salesforce shall send Supplier a notice via email within 20 business days after the end of each calendar quarter. Claims may be made on a calendar-quarter basis only and must be submitted within 20 business days after the end of the applicable quarter, except where a SaaS Services subscription ends on a date other than the last day of a calendar quarter, in which case any claim related to that subscription must be submitted within 20 business days after the subscription end-date.

    All claims will be verified against Supplier's system records. Should Supplier dispute any period of unavailability alleged by Salesforce, Supplier will provide to Salesforce a record of SaaS Services availability for the applicable period. Supplier will provide such records only in response to claims made by Salesforce in good faith.