



BLAINE COUNTY HOUSING AUTHORITY

BOARD MEETING AGENDA MEMO

Meeting Date: Staff Member:

Agenda Item:

Recommended Motion:

Policy Analysis and Background (non-consent items only):

Goal 5 of BCHA's Strategic Plan: Steward/preserve + expand portfolio of deed restricted homes

Existing BCHA systems for data, application, ongoing compliance, and tracking communications are disorganized and not intuitive. HomeKeeper provides a data management system that plugs into Salesforce, the renowned customer relationship management service. We can house all files related to specific tenants and homeowners in one location, link files to specific properties, and track communications and to-dos all from the same dashboard.

Staff and consultants, including Sunny Shaw, have explored alternative systems to the amalgamation that comprises BCHA's data management system:

- Slideroom for applications
- Weebly for compliance
- Sharepoint and paper files for documents (with each staff historically using their own desktop for filing)
- Outlook for communications

To adequately and efficiently service applicants, ensure compliance, and track properties, staff recommend contracting for services with HomeKeeper and Salesforce. HomeKeeper and staff recommend also contracting with a data management specialist to migrate to the new system. There are specialists who have done this for many of HomeKeepers users, include one organization who developed the online platform. These specialists would also assist in online forms and any advanced customization needed. This would be more cost and time effective than staff attempting it.

Goal 3 of BCHA's Strategic Plan: Expand, coordinate + improve services to create housing stability

The Housing Navigation System and community needs identified last year also support BCHA beginning housing counseling services. These are formal credentials with training that both the Housing Coordinator and Program Administrator would take. BCHA would then offer this service to the myriad of households that do not know how to best find resources – whether they be unhoused, at risk of displacement or foreclosure,

or just needing general guidance on creating a stable housing plan. BCHA committed to providing this service upon receipt of the grant from Idaho Housing Finance Association.

Staff recommend starting off with a data management system created and managed by former housing counselors. This includes integration with any necessary HUD reporting. HomeKeeper provides this system.

Cost considerations

Primary Takeaway: Initial setup + first year user costs could be around \$26,000. Ongoing, annual costs would be a minimum of \$9,500. Current expenses are at least \$3,300 – not accounting for staff time searching for emails, documents, etc.

HomeKeeper: For first year onboarding and ongoing annual fees for both their general data management system and an additional housing counseling system. First year fees for the two systems would be \$12,800 and more cost effective than adding housing counseling later. Year two and anticipated ongoing annual fees would be \$6,800. These costs are based on our portfolio size.

Salesforce: Salesforce is an additional license. Depending on the number of users and which level of Salesforce needed, this would cost a minimum of \$2,700 for three users per year up.

Data Migration: Staff anticipates this additional cost to be about \$10,000 to \$15,000, potentially less if the new Program Administrator is versed in data migration. The result, however, would be that the Program Administrator maintains data integrity, and updates data configuration and forms as needed. Staff will seek board approval on this specialist at the next board meeting.

Recommendation

Staff recommend entering into contracts for services with HomeKeeper and Salesforce. Both contracts are subject to final revisions, but any changes would be minor adjustments.

Financial Impact:

| | |
|--|---------------------------|
| None OR Adequate funds exist in account: | Adequate funds in account |
|--|---------------------------|

Attachments:

| |
|--|
| 1. Resolution No. 2023-02 |
| 2. Contract for Services with HomeKeeper |
| 3. Contract for Services with Salesforce |

RESOLUTION No. 2023-02

**BEFORE THE BOARD OF COMMISSIONERS
OF THE BLAINE COUNTY HOUSING AUTHORITY
BLAINE COUNTY, IDAHO**

**A RESOLUTION OF THE BLAINE COUNTY HOUSING AUTHORITY BOARD OF COMMISSIONERS TO
IMPLEMENT A NEW DATA SYSTEM WITH THE REQUIRED CONTRACTS WITH HOMEKEEPER AND SALESFORCE**

WHEREAS, staff researched and found the most suitable data management product for BCHA's responsibilities; and

WHEREAS, the purpose of the Plan is to recommend long-term and immediate actions for a healthy housing ecosystem and address the needs of people who live or work in Blaine County; and

WHEREAS, the BCHA administrative staff and consultant Courtney Noble prepared and presented to the BCHA Board for its review the Plan on July 12, 2023; and

WHEREAS, BCHA administrative staff have determined, and sought confirmation of said determination by legal counsel, City of Ketchum's finance and administrative teams that recording the substantive Policy direction with BCHA is a necessary and beneficial action warranting the approval and authorization of the BCHA Board; and

NOW, THEREFORE, be it resolved by the Board of Commissioners of the Blaine County Housing Authority, Blaine County, Idaho, as follows:

Section 1. The Blaine County Housing Authority Board of Commissioners approves and authorizes the Plan on August 9, 2023, set forth in Exhibit A, attached and incorporated herein, and directs the Executive Director to proceed with assisting in implementing the scope of work.

DATED this ____ day of _____, 2023

ATTEST:

**BLAINE COUNTY HOUSING AUTHORITY
BOARD OF COMMISSIONERS**

Executive Director

Chair

HomeKeeper Participation Agreement

THIS **PARTICIPATION AGREEMENT** (this “Agreement”), effective as of «TSTART TABLESTART:REPORTDATA REPORT» «ENGAGEMENT_START_DATE_1» (the “Effective Date”), is made and entered into by and between Grounded Solutions Network, a California not-for-profit (“Company”), having a mailing address P.O. Box 70724, Oakland, California, 94612, and «Account_Name» (“Participating Organization”), having an address at «Billing_Address_Line_1», «Billing_City», «Full_State_Name», «Billing_Zip/Postal_Code»«TEND:REPORT». The Company and Participating Organization are individually referred to herein as a “Party” and collectively as the “Parties.”

RECITALS

WHEREAS, the Company is exempt from tax under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the “Code”);

WHEREAS, in furtherance of the tax-exempt purposes of the Company, the Company provides technical assistance to participants in the affordable housing industry;

WHEREAS, in furtherance of the tax-exempt purposes of the Company, the Company has developed Salesforce.com managed packages known collectively as “HomeKeeper”;

WHEREAS, as of the Effective Date, HomeKeeper consists of two packages (each a “HomeKeeper Package”):

(a) “HomeKeeper,” which is both a workflow management system designed to help participants in the affordable housing industry manage their homeownership programs and track the impact of their programs in their communities; and a client management system (“CMS”) designed for use by participants in the Housing Counseling Program, 24 CFR part 214 (the “Housing Counseling Program”), of the United States Department of Housing and Urban Development (“HUD”).

(b) “HomeKeeper HUD Connect,” which is a managed package that, when installed with the HomeKeeper managed package, automates portions of the counseling processes, including data transfers to HUD’s Housing Counseling System (HCS);

WHEREAS, in furtherance of the tax-exempt purposes of the Company, the Company has also developed a database that will be used to aggregate and analyze data collected through HomeKeeper for Homeownership and generate sector-wide performance reports that are based on such data (the “HomeKeeper National Data Hub”);

WHEREAS, in furtherance of the tax-exempt purposes of the Company, the Company has entered into similar types of agreements with affordable housing industry participants who wish to utilize HomeKeeper to manage their homeownership programs and/or support their participation in the Housing Counseling Program, track the impact of their programs in their communities, and/or contribute data to the HomeKeeper National Data Hub in order to improve the depth and quality of the industry data available to participants (collectively, “HomeKeeper Participants”);

WHEREAS, the Participating Organization wishes to become a HomeKeeper Participant on the terms and subject to the conditions set forth herein;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows.

AGREEMENT

1. HomeKeeper Participation. Subject to the payment of the fees described in Section 5 hereof, the Participating Organization will, upon the execution of this Agreement, become a “HomeKeeper Participant” with respect to the HomeKeeper Package(s) specified in Exhibit A hereto and will be entitled to receive the benefits described in Section 2 hereof with respect to such HomeKeeper Package(s).

2. Benefits Available to Participants. As a HomeKeeper Participant, the Participating Organization will be granted access to and authorized to use a standardized, object code version of the applicable HomeKeeper Package(s), have the opportunity to provide input to the Company with regard to the standardization of national, affordable housing reporting metrics, collaborate on future updates and improvements to HomeKeeper and, have access to the sector-wide performance reports that are generated by the HomeKeeper National Data Hub.

(a) Managed Software Package.

(i) Software. HomeKeeper will be available to the Participating Organization through Salesforce.com.

(ii) Maintenance. The Company will maintain HomeKeeper by:

a. Performing bug fixes as needed; and

b. Updating the software to include new features and functionality from time to time at the Company’s discretion based on input from HomeKeeper Participants.

(iii) Support. The Company will support HomeKeeper, and provide training to HomeKeeper Participants, as described on the “Training & Support Schedule” posted on the Company’s website at MyHomeKeeper.org, as such schedule may be updated and modified from time to time by the Company. Although the Company wishes to provide a seamless user experience to HomeKeeper Participants, it may be necessary or desirable for HomeKeeper Participants to interact directly with the Company’s third party technology service providers from time to time to obtain certain support services as described on the Training / Support Schedule. In addition, the Participating Organization understands and agrees that, in the event that fees collected from HomeKeeper Participants are insufficient to cover all training and support costs, the Company may scale training and support back to a level that is achievable with available funding. Except as noted on the Training / Support Schedule, the cost of third-party support is included in the fees that are payable to the Company pursuant to Section 5.

(b) HomeKeeper National Data Hub. HomeKeeper is designed to transfer data from certain data fields selected by the Company from each HomeKeeper user account to the

HomeKeeper National Data Hub, where the data will be aggregated and analyzed and ultimately used as a basis for industry sector performance reports in furtherance of the Company's tax-exempt purposes. Additional data may be collected through surveys of HomeKeeper Participants conducted by the Company from time to time ("Program Surveys"); Program Survey data will also be stored in and analyzed through the HomeKeeper National Data Hub. The Company will furnish the Participating Organization with a copy of, or access to, all reports containing aggregated affordable housing industry data that are generated by the Company through the HomeKeeper National Data Hub which are intended for general distribution to HomeKeeper Participants. These reports may include measurements of the overall performance and affordability of the affordable homeownership model, and the impact of the affordable homeownership program model as demonstrated by return on community investment, homeowner mobility and foreclosure rates. For clarity, the benefits described in this Paragraph (b) shall apply only if the Participating Organization meets the eligibility criteria as determined by the Company and actively enrolls in the HomeKeeper National Data Hub.

- (c) HomeKeeper Participant Meetings. The Company will organize a meeting of HomeKeeper Participants at least once each year to discuss potential improvements to HomeKeeper, the reports generated through the HomeKeeper National Data Hub and other topics that may be of interest to HomeKeeper Participants. The Company will schedule such meetings, prepare and distribute materials that will be referenced during the meetings, and host the meetings.

3. Responsibilities of Participating Organization. Subject to Paragraph (f) below, as a condition to receiving the benefits available to HomeKeeper Participants described in Section 2 above, the Participating Organization shall fulfill the responsibilities set forth in this Section 3.

- (a) Cooperation. The Participating Organization shall use its best efforts to cooperate with the Company and third parties identified by the Company as may be reasonably necessary so as to enable the Company to facilitate: (i) the activities of HomeKeeper Participants with respect to HomeKeeper; and (ii) the implementation, maintenance and support of HomeKeeper, including identification of a primary contact for implementation, maintenance and support. If the Participating Organization is eligible, such cooperation shall include facilitating the implementation, maintenance and support of the HomeKeeper National Data Hub as well as the data collection, aggregation, reporting and analytics for the HomeKeeper National Data Hub; furnishing information and materials regarding the Participating Organization's affordable homeownership programs and related transactions to the Company in a timely, accurate and complete fashion; entering all current and past property and homebuyer files for then current homeowners; completing all required data fields; making Participating Organization's personnel reasonably available to the Company upon request; and completing Program Surveys upon request.
- (b) Salesforce.com Account and Additional Technology Services. The Participating Organization must have a Salesforce.com account in order to access and use HomeKeeper. The Participating Organization is solely responsible for establishing the account and paying the fees charged by Salesforce.com in connection with the account, including set up and account administration fees (if any). One of the Salesforce.com user

licenses acquired by the Participating Organization must be allocated to the Company so that the Company may access the Participating Organization's Salesforce.com account in order to transfer data to the HomeKeeper National Data Hub and collection of usage data. If Salesforce.com or any other third-party offers products or services that are not specified on the Training / Support Schedule to the Participating Organization and the Participating Organization elects to purchase such products and services, the Participating Organization is solely responsible for paying the fees charged by Salesforce.com or any third-party with respect to such products and services.

- (c) HomeKeeper National Data Hub. If the Participating Organization eligible, it agrees to contribute the data described in Section 2(b) above to the HomeKeeper National Data Hub throughout the Term of this Agreement. The Company will have a non-exclusive, unrestricted, fully paid up, transferable, sub-licensable, perpetual right and license to use, distribute and create derivative works of all such data contributed by or on behalf of the Participating Organization to the HomeKeeper National Data Hub (collectively, "Participating Organization HomeKeeper National Data Hub Data"), provided that the Company will not distribute or otherwise disclose Participating Organization HomeKeeper National Data Hub Data that has not been aggregated ("Raw Data"), or performance metrics based on Participating Organization HomeKeeper National Data Hub Data that are specific to the Participating Organization, to any unaffiliated third party unless the third party has entered into an agreement with the Company containing protections against the unauthorized disclosure of the Raw Data or organization-specific performance metrics. The foregoing license shall survive the termination of this Agreement for any reason. For the avoidance of doubt, following the termination of this Agreement for any reason the Company shall have the right under the foregoing license to retain and use, distribute and create derivative works of all Participating Organization HomeKeeper National Data Hub Data collected prior to the termination of this Agreement; however, the Participating Organization shall not have an ongoing obligation to continue to contribute additional Participating Organization HomeKeeper National Data Hub Data following the termination of this Agreement.
- (d) HomeKeeper Usage Data. The Participating Organization acknowledges and agrees that the Company, in its discretion, may collect and use data concerning the frequency, volume and types of uses of HomeKeeper by the Participating Organization and other HomeKeeper Participants ("HomeKeeper Usage Data"); provided, however, the Company will not distribute or otherwise disclose HomeKeeper Usage Data that is specific to the Participating Organization to any unaffiliated third party unless the third party has entered into an agreement with the Company containing protections against the unauthorized disclosure of such HomeKeeper Usage Data.
- (e) Exceptions. The Company recognizes that due to the nature of their organization or other circumstances certain HomeKeeper Participants may not be in a position to fulfill all of the responsibilities set forth in this Section 3. If requested by the Participating Organization, the Company, in its discretion, may agree to certain exceptions to these responsibilities for the Participating Organization and, in light of such exceptions, may elect to exclude or limit certain of the benefits described in Section 2 above that will be made available to the Participating Organization. Any such exceptions, exclusions and

limitations will be as agreed in writing by the parties and attached as an Exhibit to this Agreement.

4. Term and Termination.

- (a) Term. The term of this Agreement will commence on the Effective Date and will continue in effect for «TSTART:REPORT»«Initial_Term»«TEND:REPORT» (the "Initial Term"). This Agreement will automatically renew for additional, consecutive one (1) year periods (each, a "Renewal Term" and, together with the Initial Term, the "Term"), until such time as the Company or the Participating Organization notifies the other party of its intent not to renew or this Agreement is otherwise terminated as described in subsection (b) below.
- (b) Termination. Either party may terminate this Agreement:
- (i) at the end of the then-current Term, by providing thirty (30) days prior written notice to the other party of its intent not to renew the Term;
 - (ii) immediately at the conclusion of a thirty (30) day cure period, if the other party breaches any material term of this Agreement (including any payment obligation), and the breach remains uncured for a period of thirty (30) days following written notice thereof; or
 - (iii) immediately upon written notice to the other party, if the other party shall: (i) apply for or consent to the appointment of a receiver, trustee, or liquidator of all or a substantial portion of its assets; (ii) file a voluntary petition in bankruptcy, or admit in writing its inability to pay its debts as they come due; (iii) make a general assignment for the benefit of creditors; (iv) file a petition or an answer seeking reorganization or arrangement with creditors or take advantage of any insolvency law or file an answer admitting the material allegations of a petition filed against it in any bankruptcy, reorganization or insolvency proceedings; or (v) if an order, judgment, or decree shall be entered by any court of competent jurisdiction, on the application of a creditor, adjudicating it a bankrupt or insolvent or approving a petition seeking reorganization of it or appointing a receiver, trustee, or liquidator of all or a substantial portion of its assets and such order, judgment, or decree shall continue unstayed and in effect for a period of at least sixty (60) consecutive days.

In addition, the Company may terminate this Agreement at any time without cause on thirty (30) days prior written notice to the Participating Organization.

- (c) Effect of and Obligations upon Termination. Subject to the Participating Organization's obligation to pay all fees then due and owing to the Company, and the parties continuing obligations referenced in Section 13(l), upon the termination of this Agreement: (i) the rights and obligations of the parties under this Agreement will cease (including, but not limited to, the Participating Organization's right to enjoy the benefits described in Section 2 hereof, and the Company's right to collect additional data relating to the Participating Organization's programs for HomeKeeper National Data Hub), provided that the rights and licenses under Section 3(c) and 3(d) above shall survive the termination of this

Agreement for any reason; and (ii) each party will promptly return or destroy all Confidential Information (defined below) of the other party that is then in its possession or control other than any Confidential Information that is the subject of any right or license that survives the termination of this Agreement. In addition, in the event that the Company terminates this Agreement without cause pursuant to the last sentence of Section 4(b) above or the Participating Organization terminates this Agreement pursuant to Section 4(b)(iii) above, the Company will return to the Participating Organization a pro rata portion of the Participation Fee for the then-current Term (i.e. based on the percentage of the 12-month period remaining after termination); otherwise, no fees or expenses paid or payable under this Agreement shall be subject to refund or return.

5. Financial Terms.

- (a) Fees. The Participating Organization shall pay to the Company: (i) a one-time enrollment fee (the “Enrollment Fee”); and (ii) a recurring, participation fee (the “Participation Fee”), in each case in the amounts specified in the schedule attached hereto and incorporated herein by this reference as Exhibit A. The Enrollment Fee and the Participation Fee for the Initial Term shall be due and payable on or before the Effective Date of this Agreement. Participation Fees may be increased as of the commencement of each Renewal Term in the Company’s discretion upon at least forty-five (45) days’ written notice to the Participating Organization. If the Participating Organization objects to any increase, the Participating Organization may elect to terminate this Agreement without cause pursuant to Section 4(b)(i). The Company will use reasonable efforts to send an invoice reminding the Participating Organization of the commencement of a new Term and setting forth the Participation Fee for the new Term at least forty-five (45) days before the commencement of the new Term. The Participation Fee attributable to each Renewal Term following the Initial Term shall be due and payable on the later to occur of (i) the commencement of the new Term or (ii) thirty (30) days after receipt of an invoice from the Company setting forth the Participation Fee for the new Term.
- (b) Invoices. The Company will submit invoices to the Participating Organization for all fees authorized hereunder. All invoices will be submitted to the physical or electronic address or addresses specified by the Participating Organization from time to time. Except as otherwise provided in this Agreement, invoices shall be payable by the Participating Organization within thirty (30) days of its receipt of the invoice. At the Company’s option, payments may be made by check or by electronic funds transfer to the Company’s bank account. In the event of an overpayment, the Company shall promptly issue a refund to the Participating Organization by means acceptable to both parties.

6. Representations, Warranties and Covenants.

- (a) By the Company. The Company makes the following representations, warranties and covenants to the Participating Organization, in each case as of the Effective Date of this Agreement and, where the context requires, on a continuous and uninterrupted basis throughout the Term of this Agreement.
- (i) Authority. The Company is duly formed, validly existing and in good standing in the jurisdiction in which it was incorporated. The Company has the legal power

and authority to conduct its business and operations as currently conducted and as proposed to be conducted, and to execute, deliver and perform this Agreement.

- (ii) Compliance with Laws. The Company is in compliance, and will comply, with all Federal, state and local laws, rules and regulations applicable to its business and operations. The Company does not, and will not, discriminate on the basis of race, color, national origin, age, sex, sexual orientation, marital status, creed, religion, citizenship, ancestry, political affiliation, or any other protected class.
 - (iii) Insurance. At all times during the Term of this Agreement and, to the extent that any insurance is carried on a claims made basis, for such period thereafter that claims may be legally made with respect to occurrences during the Term, the Company shall maintain insurance against all risks of the kinds customarily insured against, in amounts customarily carried, by entities engaged in a similar business in the same geographical area as the Company.
- (b) By the Participating Organization. The Participating Organization makes the following representations, warranties and covenants to the Company, in each case as of the Effective Date of this Agreement and, where the context requires, on a continuous and uninterrupted basis throughout the Term of this Agreement.
- (i) Authority. The Participating Organization is duly formed, validly existing and in good standing in the jurisdiction in which it was incorporated. The Participating Organization has the legal power and authority to conduct its business and operations as currently conducted and as proposed to be conducted, and to execute, deliver and perform this Agreement.
 - (ii) Compliance with Laws. The Participating Organization is in compliance, and will comply, with all Federal, state and local laws, rules and regulations applicable to its business and operations. In furtherance, and not in limitation of, the foregoing, the Participating Organization acknowledges and agrees that it is solely responsible for obtaining all third party consents that may be required by applicable privacy laws in connection with the collection, retention and dissemination of data relating to its use of HomeKeeper. The Participating Organization does not, and will not, discriminate on the basis of race, color, national origin, age, sex, sexual orientation, marital status, creed, religion, citizenship, ancestry, political affiliation, or any other protected class.
 - (iii) Insurance. At all times during the Term of this Agreement and, to the extent that any insurance is carried on a claims made basis, for such period thereafter that claims may be legally made with respect to occurrences during the Term, the Participating Organization shall maintain insurance against all risks of the kinds customarily insured against, in amounts customarily carried, by entities engaged in a similar business in the same geographical area as the Participating Organization.
 - (iv) Database Integrity. The integrity of the HomeKeeper National Data Hub and the reports generated through the HomeKeeper National Data Hub are entirely

dependent upon the reliability and accuracy of the data furnished by HomeKeeper Participants through HomeKeeper and Program Surveys. Accordingly, the Participating Organization represents and warrants to the Company that any data it furnishes through HomeKeeper is, and will be, accurate, up to date and complete. The Participating Organization covenants that it will update the data that it stores in HomeKeeper on at least a quarterly basis, and that it will notify the Company promptly upon its discovery of any errors in data previously uploaded to HomeKeeper.

7. Confidentiality. If a party to this Agreement (the “receiving party”) obtains access to Confidential Information (defined below) of the other party to this Agreement (the “disclosing party”), the receiving party agrees: (a) not to disclose the Confidential Information to any third party without first obtaining the disclosing party’s consent; and (b) to use the Confidential Information only as reasonably necessary to perform its obligations under this Agreement. The receiving party shall use at least the same degree of care to protect the Confidential Information of the disclosing party from unauthorized disclosure or use that the receiving party uses to protect its own Confidential Information, but not less than reasonable care.

The foregoing restrictions on the use and disclosure of Confidential Information shall not apply: (a) if the information was previously known to the receiving party free of any obligation to keep it confidential and through no wrongful act of the receiving party; (b) if the information is available to the public through no wrongful act of the receiving party; (c) if the information is independently developed by the receiving party without reference to the Confidential Information of the disclosing party; (d) if the information is subject to disclosure pursuant to applicable law or regulation, subpoena, or judicial order, provided that the receiving party has given the disclosing party sufficient prior notice of such order or requirement so as to permit the disclosing party a reasonable opportunity to seek a protective order or other appropriate remedy; (e) if the information is disclosed by the receiving party to: (i) its legal and financial advisors who have a need to know the information in order to provide legal or financial advice to the receiving party, or (ii) its officers, directors, employees, independent contractors and agents who have a need to know the information in order to support the receiving party in performing its obligations hereunder, provided, that such advisors and personnel are under a confidentiality obligation to the receiving party that is similar in scope to the confidentiality obligation described hereunder; and (f) in the case of information disclosed by the Participating Organization, if the information is: (i) Participating Organization HomeKeeper National Data Hub Data (subject to the restrictions set forth in Section 3(c) above regarding Raw Data and performance metrics), (ii) HomeKeeper Usage Data (subject to the restrictions set forth in Section 3(d) above regarding HomeKeeper Usage Data that is specific to the Participant Organization); (iii) information disclosed in connection with HomeKeeper Participant activities (including Program Surveys), or (iv) information disclosed for the general purpose of furthering industry data collection or market research, or for the purpose of participating in other collaborative learning activities. For the avoidance of doubt, subject to the restrictions set forth in Sections 3(c) and 3(d) above, the parties expressly agree that performance reports and analyses that are based on data processed by or through HomeKeeper or HomeKeeper National Data Hub, or other similar Company-sponsored applications or platforms, are not confidential and may be disclosed by the Company to the public in furtherance of its mission and that Raw Data collected through the HomeKeeper National Data Hub and HomeKeeper Usage Data may be disclosed to The Urban Institute and other third parties for further industry research and analysis.

Each party understands and agrees that the other party will suffer irreparable harm in the event of a breach of the confidentiality obligations set forth herein and that monetary damages will be inadequate

to compensate for any such breach. Accordingly, each party agrees that, in the event of a breach or threatened breach of these obligations by the receiving party, the disclosing party shall be entitled to injunctive relief without the necessity of posting a bond, in addition to and not in limitation of any other rights, remedies or damages available at law or in equity.

The term “Confidential Information” means: (a) information that is not a matter of public knowledge or which is specifically designated as confidential, including, but not limited to, business development strategies, corporate assessments and plans, product pricing, financial and statistical information, accounting information, software, business processes, designs, financial and other business models, and algorithms; (b) non-public personally identifying information subject to protection under Federal or state privacy laws; and (c) compilation or summary information or data that contains or is based on information of the type described in subsections (a) or (b).

8. Ownership. As between the Company and the Participating Organization, the Company will own all Intellectual Property Rights in: (a) HomeKeeper Packages, including all source code, object code, documentation, training manuals and other materials relating thereto; (b) all reports created or generated through the HomeKeeper National Data Hub and other similar Company-sponsored platforms that are prepared by or on behalf of the Company for use by HomeKeeper Participants generally (“HomeKeeper Reports”); (c) the selection, arrangement, compilation and original expression by the Company of all data (including Participating Organization HomeKeeper National Data Hub Data) that is contained in the HomeKeeper National Data Hub at any time, provided that the Participating Organization will continue to own all Intellectual Property Rights in the individual data elements that comprise the Participating Organization HomeKeeper National Data Hub Data subject to the Company’s license thereto under Section 3(b) above; and (d) HomeKeeper Usage Data, including the selection, arrangement, compilation and expression thereof. The Participating Organization will have a non-exclusive, fully paid up, non-transferable, perpetual right and license to use any HomeKeeper Report furnished by the Company to the Participating Organization under this Agreement. Notwithstanding anything to the contrary in this Agreement or in any Prior Agreement (as defined in Section 13(c) below): (i) the Participating Organization’s right to access and use HomeKeeper (including any software code and related documentation comprising HomeKeeper) is limited to the then current object code version of the HomeKeeper Package(s) with respect to which it is a HomeKeeper Participant under this Agreement that is made generally available to HomeKeeper Participants by the Company, and such right of access and use of HomeKeeper shall terminate immediately upon expiration or termination of this Agreement for any reason; (ii) unless otherwise agreed in writing by the Company on a case-by-case basis, the Participating Organization will have no right to access or use the source code for HomeKeeper or any portion thereof; and (iii) the Participating Organization may use HomeKeeper solely in accordance with the documentation therefor provided by the Company to the Participating Organization and shall not take any actions with respect to HomeKeeper that adversely impacts the Company’s ability to support HomeKeeper or collect HomeKeeper Usage Data or data for the HomeKeeper National Data Hub. The term “Intellectual Property Rights” means copyrights, patents, trademarks, service marks, trade secrets, moral rights and all other proprietary and intellectual property rights of any nature whatsoever.

9. Publicity. The Participating Organization shall not use the Company’s name, logos, or trademarks in advertisements, marketing materials, or other publications of any kind without the prior written consent of the Company. The Company shall not use the Participating Organization’s name, logos, or trademarks in any advertisements, marketing materials, or other publications of any kind without the prior written consent of the Participating Organization, provided, however, the Participating Organization hereby expressly consents to the disclosure of its use of HomeKeeper to the public, and the inclusion of

its name, logos and trademarks in industry publications and sector performance reports for attribution and in marketing materials relating specifically to HomeKeeper, the HomeKeeper National Data Hub and HomeKeeper Participants.

10. Indemnification. The Participating Organization shall indemnify, hold harmless and defend the Company, its affiliates and their service providers, and their respective officers, directors, employees, independent contractors and agents (each, an “Indemnified Party”) against all third party claims, losses, damages, costs and expenses (including reasonable attorney’s fees) arising in connection with, or incident to, the Participating Organization’s failure to comply with: (a) applicable privacy laws in connection with the collection, storage and dissemination of data by or on behalf of the Participating Organization, including, but not limited to, the Participating Organization’s failure to obtain required consents from individuals with respect to which data is collected, stored, or disseminated; or (b) laws and regulations relating to the Housing Counseling Program in connection with, or incident to, the Participating Organization’s use of HomeKeeper. The Participating Organization shall not settle any indemnified claim without the Indemnified Party’s prior written consent, which shall not be unreasonably withheld.

11. Disclaimer. The Participating Organization acknowledges that the Company is not in the business of developing technology or providing technology support to end users and has developed and operates HomeKeeper solely as a public benefit in furtherance of its mission to support affordable homeownership programs, housing counseling assistance, and related industry best practices. The Participating Organization further acknowledges that the Company is not responsible for any products or services provided by independent, third party service providers. Further, notwithstanding anything to the contrary in this Agreement, the Participating Organization acknowledges and agrees that the Company shall have no obligation to be or remain on HUD’s list of CMS compliant vendors or otherwise in compliance with HUD specifications and requirements for Client Management Systems under the Housing Counseling Program. ACCORDINGLY, THE COMPANY MAKES NO REPRESENTATION OR WARRANTY REGARDING THE SUITABILITY OF HOMEKEEPER FOR THE PARTICIPATING ORGANIZATION’S BUSINESS, THE ACCURACY AND COMPLETENESS OF ANY INFORMATION OR MATERIALS MADE AVAILABLE TO THE PARTICIPATING ORGANIZATION UNDER THIS AGREEMENT, COMPLIANCE WITH HUD REQUIREMENTS, OR THE TECHNOLOGY OR TECHNOLOGY SERVICES PROVIDED TO THE PARTICIPATING ORGANIZATION UNDER OR IN CONNECTION WITH THIS AGREEMENT. THE COMPANY EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, INCLUDING IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT. ALL INFORMATION, MATERIALS, PRODUCTS AND SERVICES HEREUNDER ARE PROVIDED AS-IS.

12. Limitation of Liability. IN NO EVENT SHALL THE PARTICIPATING ORGANIZATION, THE COMPANY, OR ANY THIRD PARTY SERVICE PROVIDERS BE LIABLE TO ONE ANOTHER FOR DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR PUNITIVE DAMAGES, OR ANY OTHER DAMAGES OR LOSSES OF ANY KIND OR NATURE RESULTING FROM, ARISING OUT OF, OR INCIDENTAL TO THIS AGREEMENT UNDER ANY LEGAL THEORY WHATSOEVER, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF WHETHER OR NOT THE DAMAGES WERE REASONABLY FORESEEABLE; PROVIDED, HOWEVER, THAT SUCH LIMITATION OF LIABILITY SHALL NOT APPLY TO INDEMNIFICATION OR PAYMENT OBLIGATIONS UNDER THIS AGREEMENT.

13. Miscellaneous.

(a) Independence of Parties; No Joint Venture. In carrying out their respective duties hereunder, each party shall at all times be independent of the other. The Company’s

personnel and the Participating Organization's personnel shall be, and shall remain at all times, employees or independent contractors of the Company or the Participating Organization, respectively, and shall not be deemed to be employees or independent contractors of the other party under any circumstances for any purpose whatsoever. Each party is responsible for the payment of wages and other amounts due, and the provision of all benefits required by law, to its personnel. Nothing in this Agreement shall constitute or be construed as a partnership, joint venture, or other similar relationship between the Company and the Participating Organization.

- (b) Governing Law; Arbitration. This Agreement shall be governed by the laws of the State of California without regard to its conflicts of law provisions. Except with respect to injunctive relief sought in connection with a breach or threatened breach of Section 7, any controversy or claim arising out of or relating to this Agreement shall be settled by a single arbitrator mutually acceptable to the parties by means of an arbitration proceeding to be conducted in Alameda County, California in accordance with the then current Commercial Arbitration Rules of the American Arbitration Association (the "AAA"). Neither party shall object to Alameda County, California as a convenient forum. If the parties are unable to select a mutually agreeable arbitrator within twenty (20) days of either party's initial request therefor, the Company and the Participating Organization shall each choose an arbitrator, and the two (2) arbitrators so chosen will agree upon and select a third (3rd) arbitrator within ten (10) days of such request, who will arbitrate the controversy or claim. The parties elect to provide for pre-arbitration discovery pursuant to the Federal Rules of Civil Procedure. The arbitrator may award injunctive relief or any other remedy available from a court of competent jurisdiction. Unless modified by the arbitrator in his or her discretion, the arbitration shall proceed upon the following schedule: (i) the arbitration shall commence no later than sixty (60) days following the selection of the arbitrator; and (ii) the arbitrator shall hear the claims on successive days and shall render his or her written decision within fifteen (15) days following the conclusion of the arbitration proceedings. The arbitrator's decision will be final and binding upon the parties and may not be appealed except on grounds of a conflict of interest. Judgment on the arbitrator's award may be entered in any court having jurisdiction thereof. Each party shall be responsible for its own costs of arbitration and attorney's fees, except that the arbitrator shall have the discretion to award costs of arbitration and reasonable attorney's fees as he or she may deem appropriate.
- (c) Entire Agreement. This Agreement, including all documents incorporated herein by reference, evidences the entire agreement of the parties, and supersedes all prior agreements and representations of the parties, whether written or oral, with respect to the subject matter hereof. If the Company and the Participating Organization entered into a HomeKeeper Membership Agreement or other similar agreement (each, a "Prior Agreement") prior to the Effective Date of this Agreement, the parties agree that each such Prior Agreement (including all licenses granted to the Participating Organization thereunder) is hereby terminated, effective as of the Effective Date of this Agreement, and that each such Prior Agreement is superseded and replaced in its entirety by the terms and conditions hereof.
- (d) Amendments. Except as provided herein, this Agreement may be amended or modified only by a specific written instrument signed by the Company and the Participating

Organization. The Company may amend this Agreement on a prospective basis by providing at least forty-five (45) days advance written notice of the amendment to the Participating Organization. The Participating Organization shall have the right to reject any such amendment by providing written notice to the Company within thirty (30) days after receipt of the same. In the event that the Participating Organization rejects the amendment, it shall not be bound by the amendment and this Agreement shall terminate as of the expiration of the then current Term unless otherwise agreed in writing by the Company. Unless the Participating Organization provides such rejection notice within such thirty (30) day period, the Participating Organization shall be deemed to have consented to such amendment and such amendment shall form part of this Agreement effective as of the commencement of the next Renewal Term following the date the Company provided notice of the amendment to the Participating Organization.

- (e) No Implied Waiver. No failure to contest a breach of any term of this Agreement shall be deemed to waive such breach, unless such waiver shall be in a specific written instrument signed by the waiving party. Any waiver of a particular breach of this Agreement shall not constitute a waiver of any other different or subsequent breach.
- (f) Severability. If any term or provision of this Agreement is held to be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each other term or provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.
- (g) Notices. All formal notices, requests, demands, approvals and communications under the Agreement (collectively, "Notices") will be in writing and sent by (a) personal delivery, in which case notice shall be deemed to have been given on the date of delivery; (b) UPS, Federal Express, DHL or other nationally-recognized overnight delivery service, in which case notice shall be deemed to have been given the business day after deposit of such notice with such service, or (c) email, in which case notice shall be deemed to have been given upon the earlier of confirmed receipt thereof (e.g., the receiving party sending an acknowledgment) or the next business day after a confirmed email delivery (e.g., email system receipt of delivery), or (d) certified mail, in which case notice shall be deemed to have been given five (5) business days after mailing. All Notices will be sent to the other Party at its address as set forth below or at such other address as the Party may specify during the Term in a Notice given in accordance with this Section.

| | |
|--|---|
| <p><u>If to the Company:</u></p> <p>P.O. Box 70724 Oakland, CA 94612</p> <p>Facsimile: 503.493.1004</p> <p>Attn: Rachel Silver, Chief Operating Officer Copy to: Haley Wotzka, Marketing & Outreach Specialist</p> | <p><u>If to the Participating Organization:</u></p> <p>«TSTART:REPORT»«Billing_Address_Line_1» «Billing_City», «Full_State_Name» «Billing_Zip/Postal_Code»«TEND:REPORT»</p> <p>Facsimile: N/A</p> <p>Attn: «TSTART:REPORT»«First_Name» «Last_Name», «Title» «TEND:REPORT»</p> |
|--|---|

- (h) Assignments. The Participating Organization may not assign its rights or obligations under this Agreement to any other party without the Company’s prior written consent. This Agreement shall be binding on and shall inure to the benefit of the successors and permitted assigns of the Company and the Participating Organization.
- (i) Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.
- (j) Form of Signature. This Agreement may be executed in writing or by electronic (including digital) means; electronic signatures that are adopted by a person with the intent to sign this Agreement shall be legally effective and enforceable against the party represented by such person.
- (k) Name and Trademark Usage. If, during the term of this Agreement, the Company re-brands the managed package known as HomeKeeper or the database known as the HomeKeeper National Data Hub, the terms HomeKeeper and HomeKeeper National Data Hub, and all other terms comprised of, or defined with reference to, the word “HomeKeeper” hereunder, shall be deemed to instead be comprised of, or defined with reference to, the replacement name(s) and/or mark(s) designated by the Company, without any further action on the part of the parties hereto.
- (l) Survival. Any provisions of this Agreement that contemplate their continuing effectiveness, including, but not limited to, Sections 3(b), 3(c), 3(d), 4(c), 5(b), 7, 8, 9, 10, 11, 12, and 13, shall survive the termination of this Agreement.

IN WITNESS WHEREOF, the Company and the Participating Organization, intending to be legally bound, have executed this Agreement, effective as of the Effective Date.

The Company:
Grounded Solutions Network

The Participating Organization:
«TSTART:REPORT»«Account_Name»«TEND:REPORT»

By:

By:

Name: **Rachel Silver**

Name: «TSTART:REPORT»«First_Name»
«Last_Name»«TEND:REPORT»

Title: **Chief Operating Officer**

Title: «TSTART:REPORT»«Title»«TEND:REPORT»

EXHIBIT A
FEE SCHEDULE

Initial Term:

«TABLESTART:REPORTDATA»« Start_Date__c »«TABLEEND:REPORTDATA»
through
«TABLESTART:REPORTDATA»« End_Date__c »«TABLEEND:REPORTDATA»

HomeKeeper Packages:

The Participating Organization shall become a HomeKeeper Participant during the Term with respect to the following HomeKeeper Package(s):

«TABLESTART:REPORTDATA»«HomeKeeper_Packages»«TABLEEND:REPORTDATA»

Enrollment Fee:

«TABLESTART:REPORTDATA»«ENGAGEMENT_ENROLLMENT_FEE_TEXT_1»«TABLEEND:REPORTDATA»

Participation Fee – Initial Term:

«TABLESTART:REPORTDATA»«ENGAGEMENT_ANNUAL_MEMBERSHIP_FEE_TEXT_1»«TABLEEND:REPORTDATA»



MAIN SERVICES AGREEMENT

THIS MAIN SERVICES AGREEMENT GOVERNS CUSTOMER'S ACQUISITION AND USE OF SFDC SERVICES. CAPITALIZED TERMS HAVE THE DEFINITIONS SET FORTH HEREIN.

IF CUSTOMER REGISTERS FOR A FREE TRIAL OF SFDC SERVICES OR FOR FREE SERVICES, THE APPLICABLE PROVISIONS OF THIS AGREEMENT WILL ALSO GOVERN THAT FREE TRIAL OR THOSE FREE SERVICES.

BY ACCEPTING THIS AGREEMENT, BY (1) CLICKING A BOX INDICATING ACCEPTANCE, (2) EXECUTING AN ORDER FORM THAT REFERENCES THIS AGREEMENT, OR (3) USING FREE SERVICES, 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 USE THE SERVICES.

The Services may not be accessed for purposes of monitoring their availability, performance or functionality, or for any other benchmarking or competitive purposes.

SFDC's direct competitors are prohibited from accessing the Services, except with SFDC's prior written consent.

This Agreement was last updated on December 19, 2022. It is effective between Customer and SFDC as of the date of Customer's accepting this Agreement (the "Effective Date").

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 Main Services Agreement.

"**Beta Services**" means SFDC services or functionality that may be made available to Customer to try at its option at no additional charge which is clearly designated as beta, pilot, limited release, developer preview, non-production, evaluation, or by a similar description.

"**Content**" means information obtained by SFDC from publicly available sources or its third-party content providers and made available to Customer through the Services, Beta Services or pursuant to an Order Form, as more fully described in the Documentation.

"**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 Order Forms.

"**Customer Data**" means electronic data and information submitted by or for Customer to the Services, excluding Content and Non-SFDC Applications.

"**Documentation**" means the applicable Service's Trust and Compliance documentation at <https://www.salesforce.com/company/legal/trust-and-compliance-documentation/> and its usage guides and policies, as updated from time to time, accessible via help.salesforce.com or login to the applicable Service.

"**Free Services**" means Services that SFDC makes available to Customer free of charge. Free Services exclude Services offered as a free trial and Purchased Services.

“**Malicious Code**” means code, files, scripts, agents or programs intended to do harm, including, for example, viruses, worms, time bombs and Trojan horses.

“**Marketplace**” means an online directory, catalog or marketplace of applications that interoperate with the Services, including, for example, the AppExchange at <http://www.salesforce.com/appexchange>, Mulesoft Anypoint Exchange at <https://www.mulesoft.com/exchange>, or the Heroku Elements Marketplace at <https://elements.heroku.com/>, and any successor websites.

“**Non-SFDC Application**” means Web-based, mobile, offline or other software functionality that interoperates with a Service, that is provided by Customer or a third party and/or listed on a Marketplace including as Salesforce Labs or under similar designation. Non-SFDC Applications, other than those obtained or provided by Customer, will be identifiable as such.

“**Order Form**” means an ordering document or online order specifying the Services to be provided hereunder that is entered into between Customer and SFDC or any of their Affiliates, including any addenda and supplements thereto. 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.

“**Purchased Services**” means Services that Customer or Customer’s Affiliate purchases under an Order Form or online purchasing portal, as distinguished from Free Services or those provided pursuant to a free trial.

“**Services**” means the products and services that are ordered by Customer under an Order Form or online purchasing portal, or provided to Customer free of charge (as applicable) or under a free trial, and made available online by SFDC, including associated SFDC offline or mobile components, as described in the Documentation. “Services” exclude Content and Non-SFDC Applications.

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

“**User**” means, in the case of an individual accepting these terms 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, an individual who is authorized by Customer to use a Service, for whom Customer has purchased a subscription (or in the case of any Services provided by SFDC without charge, for whom a Service has been provisioned), and to whom Customer (or, when applicable, SFDC at Customer’s request) has supplied a user identification and password (for Services utilizing authentication). Users may include, for example, employees, consultants, contractors and agents of Customer, and third parties with which Customer transacts business.

2. SFDC RESPONSIBILITIES

2.1 Provision of Purchased Services. SFDC will (a) make the Services and Content available to Customer pursuant to this Agreement, and the applicable Order Forms and Documentation, (b) provide applicable SFDC standard support for the Purchased Services to Customer at no additional charge, and/or upgraded support if purchased, (c) use commercially reasonable efforts to make the online Purchased Services available 24 hours a day, 7 days a week, except for: (i) planned downtime (of which SFDC shall give advance electronic notice), and (ii) any unavailability caused by circumstances beyond SFDC’s reasonable control, including, for example, an act of God, act of government, flood, fire, earthquake, civil unrest, act of terror, strike or other labor problem (other than one involving SFDC employees), Internet service provider failure or delay, Non-SFDC Application, or denial of service attack, and (d) provide the Services in accordance with laws and government regulations applicable to SFDC’s provision of its Services to its customers generally (i.e., without regard for Customer’s particular use of the Services), and subject to Customer’s and Users’ use of the Services in accordance with this Agreement, the Documentation and the applicable Order Form.

2.2 Protection of Customer Data. SFDC will maintain appropriate administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Customer Data, as described in the Documentation. Those safeguards will include, but will not be limited to, measures designed to prevent unauthorized access to or disclosure of Customer Data (other than by Customer or Users). The terms of the data processing addendum at <https://www.salesforce.com/company/legal/agreements/> (“DPA”) posted as of the Effective Date are hereby incorporated by reference. To the extent Personal Data from the European Economic Area (EEA), the United Kingdom and Switzerland are processed by SFDC, its Processor Binding Corporate Rules, and/or the Standard Contractual Clauses shall apply, as further set forth in the DPA. For the purposes of the Standard Contractual Clauses, Customer and its applicable Affiliates are each the data exporter, and Customer’s acceptance of this Agreement, and an applicable Affiliate’s execution of an Order Form, shall be treated as its execution of the Standard Contractual Clauses and Appendices. Upon request by Customer made within 30 days after the effective date of termination or expiration of this Agreement, SFDC will make Customer Data available to Customer for export or download as provided in the Documentation. After such 30-day period, SFDC will have no obligation to maintain

or provide any Customer Data, and as provided in the Documentation will thereafter delete or destroy all copies of Customer Data in its systems or otherwise in its possession or control, unless legally prohibited.

- 2.3 SFDC Personnel.** SFDC will be responsible for the performance of its personnel (including its employees and contractors) and their compliance with SFDC's obligations under this Agreement, except as otherwise specified in this Agreement.
- 2.4 Beta Services.** From time to time, SFDC may make Beta Services available to Customer at no charge. Customer may choose to try such Beta Services or not in its sole discretion. Any use of Beta Services is subject to the Beta Services terms at <https://www.salesforce.com/company/legal/agreements/>.
- 2.5 Free Trial.** If Customer registers on SFDC's or an Affiliate's website for a free trial, SFDC will make the applicable Service(s) available to Customer on a trial basis free of charge until the earlier of (a) the end of the free trial period for which Customer registered to use the applicable Service(s), or (b) the start date of any Purchased Service subscriptions ordered by Customer for such Service(s), or (c) termination by SFDC in its sole discretion. Additional trial terms and conditions may appear on the trial registration web page. Any such additional terms and conditions are incorporated into this Agreement by reference and are legally binding.

ANY DATA CUSTOMER ENTERS INTO THE SERVICES, AND ANY CUSTOMIZATIONS MADE TO THE SERVICES BY OR FOR CUSTOMER, DURING CUSTOMER'S FREE TRIAL WILL BE PERMANENTLY LOST UNLESS CUSTOMER PURCHASES A SUBSCRIPTION TO THE SAME SERVICES AS THOSE COVERED BY THE TRIAL, PURCHASES APPLICABLE UPGRADED SERVICES, OR EXPORTS SUCH DATA, BEFORE THE END OF THE TRIAL PERIOD. CUSTOMER CANNOT TRANSFER DATA ENTERED OR CUSTOMIZATIONS MADE DURING THE FREE TRIAL TO A SERVICE THAT WOULD BE A DOWNGRADE FROM THAT COVERED BY THE TRIAL (E.G., FROM ENTERPRISE EDITION TO PROFESSIONAL EDITION); THEREFORE, IF CUSTOMER PURCHASES A SERVICE THAT WOULD BE A DOWNGRADE FROM THAT COVERED BY THE TRIAL, CUSTOMER MUST EXPORT CUSTOMER DATA BEFORE THE END OF THE TRIAL PERIOD OR CUSTOMER DATA WILL BE PERMANENTLY LOST.

NOTWITHSTANDING THE "REPRESENTATIONS, WARRANTIES, EXCLUSIVE REMEDIES AND DISCLAIMERS" SECTION AND "INDEMNIFICATION BY SFDC" SECTION BELOW, DURING THE FREE TRIAL THE SERVICES ARE PROVIDED "AS-IS" WITHOUT ANY WARRANTY AND SFDC SHALL HAVE NO INDEMNIFICATION OBLIGATIONS NOR LIABILITY OF ANY TYPE WITH RESPECT TO THE SERVICES FOR THE FREE TRIAL PERIOD UNLESS SUCH EXCLUSION OF LIABILITY IS NOT ENFORCEABLE UNDER APPLICABLE LAW IN WHICH CASE SFDC'S LIABILITY WITH RESPECT TO THE SERVICES PROVIDED DURING THE FREE TRIAL SHALL NOT EXCEED \$1,000.00. WITHOUT LIMITING THE FOREGOING, SFDC AND ITS AFFILIATES AND ITS LICENSORS DO NOT REPRESENT OR WARRANT TO CUSTOMER THAT: (A) CUSTOMER'S USE OF THE SERVICES DURING THE FREE TRIAL PERIOD WILL MEET CUSTOMER'S REQUIREMENTS, (B) CUSTOMER'S USE OF THE SERVICES DURING THE FREE TRIAL PERIOD WILL BE UNINTERRUPTED, TIMELY, SECURE OR FREE FROM ERROR, AND (C) USAGE DATA PROVIDED DURING THE FREE TRIAL PERIOD WILL BE ACCURATE. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE "LIMITATION OF LIABILITY" SECTION BELOW, CUSTOMER SHALL BE FULLY LIABLE UNDER THIS AGREEMENT TO SFDC AND ITS AFFILIATES FOR ANY DAMAGES ARISING OUT OF CUSTOMER'S USE OF THE SERVICES DURING THE FREE TRIAL PERIOD, ANY BREACH BY CUSTOMER OF THIS AGREEMENT AND ANY OF CUSTOMER'S INDEMNIFICATION OBLIGATIONS HEREUNDER.

CUSTOMER SHALL REVIEW THE APPLICABLE SERVICE'S DOCUMENTATION DURING THE TRIAL PERIOD TO BECOME FAMILIAR WITH THE FEATURES AND FUNCTIONS OF THE SERVICES BEFORE MAKING A PURCHASE.

- 2.6 Free Services.** SFDC may make Free Services available to Customer. Use of Free Services is subject to the terms and conditions of this Agreement. In the event of a conflict between this section and any other portion of this Agreement, this section shall control. Free Services are provided to Customer without charge up to certain limits as described in the Documentation. Usage over these limits requires Customer's purchase of additional resources or services. Customer agrees that SFDC, in its sole discretion and for any or no reason, may terminate Customer's access to the Free Services or any part thereof. Customer agrees that any termination of Customer's access to the Free Services may be without prior notice, and Customer agrees that SFDC will not be liable to Customer or any third party for such termination. Customer is solely responsible for exporting Customer Data from the Free Services prior to termination of Customer's access to the Free Services for any reason, provided that if SFDC terminates Customer's account, except as required by law SFDC will provide Customer a reasonable opportunity to retrieve its Customer Data.

NOTWITHSTANDING THE “REPRESENTATIONS, WARRANTIES, EXCLUSIVE REMEDIES AND DISCLAIMERS” SECTION AND “INDEMNIFICATION BY SFDC” SECTION BELOW, THE FREE SERVICES ARE PROVIDED “AS-IS” WITHOUT ANY WARRANTY AND SFDC SHALL HAVE NO INDEMNIFICATION OBLIGATIONS NOR LIABILITY OF ANY TYPE WITH RESPECT TO THE FREE SERVICES UNLESS SUCH EXCLUSION OF LIABILITY IS NOT ENFORCEABLE UNDER APPLICABLE LAW IN WHICH CASE SFDC’S LIABILITY WITH RESPECT TO THE FREE SERVICES SHALL NOT EXCEED \$1,000.00. WITHOUT LIMITING THE FOREGOING, SFDC AND ITS AFFILIATES AND ITS LICENSORS DO NOT REPRESENT OR WARRANT TO CUSTOMER THAT: (A) CUSTOMER’S USE OF THE FREE SERVICES WILL MEET CUSTOMER’S REQUIREMENTS, (B) CUSTOMER’S USE OF THE FREE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE OR FREE FROM ERROR, AND (C) USAGE DATA PROVIDED THROUGH THE FREE SERVICES WILL BE ACCURATE. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE “LIMITATION OF LIABILITY” SECTION BELOW, CUSTOMER SHALL BE FULLY LIABLE UNDER THIS AGREEMENT TO SFDC AND ITS AFFILIATES FOR ANY DAMAGES ARISING OUT OF CUSTOMER’S USE OF THE FREE SERVICES, ANY BREACH BY CUSTOMER OF THIS AGREEMENT AND ANY OF CUSTOMER’S INDEMNIFICATION OBLIGATIONS HEREUNDER.

3. USE OF SERVICES AND CONTENT

- 3.1 Subscriptions.** Unless otherwise provided in the applicable Order Form or Documentation, (a) Purchased Services and access to Content are purchased as subscriptions for the term stated in the applicable Order Form or in the applicable online purchasing portal, (b) subscriptions for Purchased Services may be added during a subscription term at the same pricing as the underlying subscription pricing, prorated for the portion of that subscription term remaining at the time the subscriptions are added, and (c) any added subscriptions will terminate on the same date as the underlying subscriptions. Customer agrees that its purchases are not contingent on the delivery of any future functionality or features, or dependent on any oral or written public comments made by SFDC regarding future functionality or features.
- 3.2 Usage Limits.** Services and Content are subject to usage limits specified in Order Forms and Documentation. If Customer exceeds a contractual usage limit, SFDC may work with Customer to seek to reduce Customer’s usage so that it conforms to that limit. If, notwithstanding SFDC’s efforts, Customer is unable or unwilling to abide by a contractual usage limit, Customer will execute an Order Form for additional quantities of the applicable Services or Content promptly upon SFDC’s request, and/or pay any invoice for excess usage in accordance with the “Invoicing and Payment” section below.
- 3.3 Customer Responsibilities.** Customer will (a) be responsible for Users’ compliance with this Agreement, Documentation and Order Forms, (b) be responsible for the accuracy, quality and legality of Customer Data, the means by which Customer acquired Customer Data, Customer’s use of Customer Data with the Services, and the interoperation of any Non-SFDC Applications with which Customer uses Services or Content, (c) use commercially reasonable efforts to prevent unauthorized access to or use of Services and Content, and notify SFDC promptly of any such unauthorized access or use, (d) use Services and Content only in accordance with this Agreement, Documentation, the Acceptable Use and External Facing Services Policy at <https://www.salesforce.com/company/legal/agreements/>, Order Forms and applicable laws and government regulations, and (e) comply with terms of service of any Non-SFDC Applications with which Customer uses Services or Content. Any use of the Services in breach of the foregoing by Customer or Users that in SFDC’s judgment threatens the security, integrity or availability of SFDC’s services, may result in SFDC’s immediate suspension of the Services, however SFDC will use commercially reasonable efforts under the circumstances to provide Customer with notice and an opportunity to remedy such violation or threat prior to any such suspension.
- 3.4 Usage Restrictions.** Customer will not (a) make any Service or Content available to anyone other than Customer or Users, or use any Service or Content for the benefit of anyone other than Customer or its Affiliates, unless expressly stated otherwise in an Order Form or the Documentation, (b) sell, resell, license, sublicense, distribute, rent or lease any Service or Content, or include any Service or Content in a service bureau or outsourcing offering, (c) use a Service or Non-SFDC Application to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights, (d) use a Service or Non-SFDC Application to store or transmit Malicious Code, (e) interfere with or disrupt the integrity or performance of any Service or third-party data contained therein, (f) attempt to gain unauthorized access to any Service or Content or its related systems or networks, (g) permit direct or indirect access to or use of any Services or Content in a way that circumvents a contractual usage limit, or use any Services to access, copy or use any of SFDC intellectual property except as permitted under this Agreement, an Order Form, or the Documentation, (h) modify, copy, or create derivative works of a Service or any part, feature, function or user interface thereof, (i) copy Content except as permitted herein or in an Order Form or the Documentation, (j) frame or mirror any part of any Service or Content, other than framing on Customer’s own intranets or otherwise for its own internal business purposes or as permitted in the Documentation, (k) except to the extent permitted by applicable law, disassemble, reverse engineer, or decompile a Service or Content or access it to (1)

build a competitive product or service, (2) build a product or service using similar ideas, features, functions or graphics of the Service, (3) copy any ideas, features, functions or graphics of the Service, or (4) determine whether the Services are within the scope of any patent.

3.5 Removal of Content and Non-SFDC Applications. If Customer receives notice, including from SFDC, that Content or a Non-SFDC Application may no longer be used or must be removed, modified and/or disabled to avoid violating applicable law, third-party rights, or the Acceptable Use and External Facing Services Policy, Customer will promptly do so. If Customer does not take required action, including deleting any Content Customer may have downloaded from the Services, in accordance with the above, or if in SFDC's judgment continued violation is likely to reoccur, SFDC may disable the applicable Content, Service and/or Non-SFDC Application. If requested by SFDC, Customer shall confirm deletion and discontinuance of use of such Content and/or Non-SFDC Application in writing and SFDC shall be authorized to provide a copy of such confirmation to any such third-party claimant or governmental authority, as applicable. In addition, if SFDC is required by any third-party rights holder to remove Content, or receives information that Content provided to Customer may violate applicable law or third-party rights, SFDC may discontinue Customer's access to Content through the Services.

4. NON-SFDC PRODUCTS AND SERVICES

4.1 Non-SFDC Products and Services. SFDC or third parties may make available (for example, through a Marketplace or otherwise) third-party products or services, including, for example, Non-SFDC Applications and implementation and other consulting services. Any acquisition by Customer of such products or services, and any exchange of data between Customer and any Non-SFDC provider, product or service is solely between Customer and the applicable Non-SFDC provider. SFDC does not warrant or support Non-SFDC Applications or other Non-SFDC products or services, whether or not they are designated by SFDC as "certified" or otherwise, unless expressly provided otherwise in an Order Form. SFDC is not responsible for any disclosure, modification or deletion of Customer Data resulting from access by such Non-SFDC Application or its provider.

4.2 Integration with Non-SFDC Applications. The Services may contain features designed to interoperate with Non-SFDC Applications. SFDC cannot guarantee the continued availability of such Service features, and may cease providing them without entitling Customer to any refund, credit, or other compensation, if for example and without limitation, the provider of a Non-SFDC Application ceases to make the Non-SFDC Application available for interoperation with the corresponding Service features in a manner acceptable to SFDC.

5. FEES AND PAYMENT

5.1 Fees. Customer will pay all fees specified in Order Forms. Except as otherwise specified herein or in an Order Form, (i) fees are based on Services and Content subscriptions purchased and not actual usage, (ii) payment obligations are non-cancelable and fees paid are non-refundable, and (iii) quantities purchased cannot be decreased during the relevant subscription term.

5.2 Invoicing and Payment. Customer will provide SFDC with valid and updated credit card information, or with a valid purchase order or alternative document reasonably acceptable to SFDC. If Customer provides credit card information to SFDC, Customer authorizes SFDC to charge such credit card for all Purchased Services listed in the Order Form for the initial subscription term and any renewal subscription term(s) as set forth in the "Term of Purchased Subscriptions" section below. Such charges shall be made in advance, either annually or in accordance with any different billing frequency stated in the applicable Order Form. If the Order Form specifies that payment will be by a method other than a credit card, SFDC will invoice Customer in advance and otherwise in accordance with the relevant Order Form. Unless otherwise stated in the Order Form, invoiced fees are due net 30 days from the invoice date. Customer is responsible for providing complete and accurate billing and contact information to SFDC and notifying SFDC of any changes to such information.

5.3 Overdue Charges. 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 subscription renewals and Order Forms on payment terms shorter than those specified in the "Invoicing and Payment" section above.

5.4 Suspension of Service and Acceleration. If any charge owing by Customer under this or any other agreement for services is 30 days or more overdue, (or 10 or more days overdue in the case of amounts Customer has authorized SFDC to charge to Customer's credit card), SFDC may, without limiting its other rights and remedies, accelerate Customer's unpaid fee obligations under such agreements so that all such obligations become immediately due and payable, and suspend Services until such amounts are paid in full, provided that, other than for customers paying by credit card or direct debit whose payment has been declined, SFDC will give Customer at least 10 days' prior notice that its account is overdue, in accordance with the "Manner of Giving Notice" section below for billing notices, before suspending services to Customer.

5.5 Payment Disputes. SFDC will not exercise its rights under the “Overdue Charges” or “Suspension of Service and Acceleration” section above if Customer is disputing the applicable charges reasonably and in good faith and is cooperating diligently to resolve the dispute.

5.6 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 Reservation of Rights. Subject to the limited rights expressly granted hereunder, SFDC, its Affiliates, its licensors and Content Providers reserve all of their right, title and interest in and to the Services and Content, including all of their related intellectual property rights. No rights are granted to Customer hereunder other than as expressly set forth herein.

6.2 Access to and Use of Content. Customer has the right to access and use applicable Content subject to the terms of applicable Order Forms, this Agreement and the Documentation.

6.3 License by Customer to SFDC. Customer grants SFDC, its Affiliates and applicable contractors a worldwide, limited-term license to host, copy, use, transmit, and display any Non-SFDC Applications and program code created by or for Customer using a Service or for use by Customer with the Services, and Customer Data, each as appropriate for SFDC to provide and ensure proper operation of the Services and associated systems in accordance with this Agreement. If Customer chooses to use a Non-SFDC Application with a Service, Customer grants SFDC permission to allow the Non-SFDC Application and its provider to access Customer Data and information about Customer’s usage of the Non-SFDC Application as appropriate for the interoperation of that Non-SFDC Application with the Service. Subject to the limited licenses granted herein, SFDC acquires no right, title or interest from Customer or its licensors under this Agreement in or to any Customer Data, Non-SFDC Application or such program code.

6.4 License by Customer to Use Feedback. Customer grants to SFDC and its Affiliates a worldwide, perpetual, irrevocable, royalty-free license to use, distribute, disclose, and make and incorporate into its services any suggestion, enhancement request, recommendation, correction or other feedback provided by Customer or Users relating to the operation of SFDC’s or its Affiliates’ services.

6.5 Federal Government End Use Provisions. SFDC provides the Services, including related software and technology, for ultimate federal government end use in accordance with the following: The Services consist of “commercial items,” as defined at FAR 2.101. In accordance with FAR 12.211-12.212 and DFARS 227.7102-4 and 227.7202-4, as applicable, the rights of the U.S. Government to use, modify, reproduce, release, perform, display, or disclose commercial computer software, commercial computer software documentation, and technical data furnished in connection with the Services shall be as provided in this Agreement, except that, for U.S. Department of Defense end users, technical data customarily provided to the public is furnished in accordance with DFARS 252.227-7015. If a government agency needs additional rights, it must negotiate a mutually acceptable written addendum to this Agreement specifically granting those rights.

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 Customer includes Customer Data; Confidential Information of SFDC includes the Services and Content, and the terms and conditions of this Agreement and all Order Forms (including pricing). Confidential Information of each party includes business and marketing plans, 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) is independently developed by the Receiving Party. For the avoidance of doubt, the non-disclosure obligations set forth in this “Confidentiality” section apply to Confidential Information exchanged between the parties in connection with the evaluation of additional SFDC services.

7.2 Protection of Confidential Information. As between the parties, each party retains all ownership rights in and to its 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 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. Notwithstanding the foregoing, SFDC may disclose the terms of this Agreement and any applicable Order Form to a contractor or Non-SFDC Application Provider to the extent necessary to perform SFDC's obligations under this Agreement, under terms of confidentiality materially as protective as set forth herein.

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 SFDC Warranties. SFDC warrants that during an applicable subscription term (a) this Agreement, the Order Forms and the Documentation will accurately describe the applicable administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Customer Data, (b) SFDC will not materially decrease the overall security of the Services, (c) the Services will perform materially in accordance with the applicable Documentation, and (d) subject to the "Integration with Non-SFDC Applications" section above, SFDC will not materially decrease the overall functionality of the Services. For any breach of a warranty above, Customer's exclusive remedies are those described in the "Termination" and "Refund or Payment upon Termination" sections below.

8.3 Disclaimers. 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 WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. SERVICES PROVIDED FREE OF CHARGE, CONTENT AND BETA SERVICES ARE PROVIDED "AS IS," AND AS AVAILABLE EXCLUSIVE OF ANY WARRANTY WHATSOEVER.

9. MUTUAL INDEMNIFICATION

9.1 Indemnification by SFDC. SFDC will defend Customer against any claim, demand, suit or proceeding made or brought against Customer by a third party alleging that any Purchased Service infringes or misappropriates such third party's intellectual property rights (a "Claim Against Customer"), and will indemnify Customer from any damages, attorney fees and costs finally awarded against Customer as a result of, or for amounts paid by Customer under a settlement approved by SFDC in writing of, a Claim Against Customer, provided Customer (a) promptly gives SFDC written notice of the Claim Against Customer, (b) gives SFDC sole control of the defense and settlement of the Claim Against Customer (except that SFDC may not settle any Claim Against Customer unless it unconditionally releases Customer of all liability), and (c) gives SFDC all reasonable assistance, at SFDC's expense. If SFDC receives information about an infringement or misappropriation claim related to a Service, SFDC may in its discretion and at no cost to Customer (i) modify the Services so that they are no longer claimed to infringe or misappropriate, without breaching SFDC's warranties under "SFDC Warranties" above, (ii) obtain a license for Customer's continued use of that Service in accordance with this Agreement, or (iii) terminate Customer's subscriptions for that Service upon 30 days' written notice and refund Customer any prepaid fees covering the remainder of the term of the terminated subscriptions. The above defense and indemnification obligations do not apply if (I) the allegation does not state with specificity that the Services are the basis of the Claim Against Customer; (II) a Claim Against Customer arises from the use or combination of the Services or any part thereof with software, hardware, data, or processes not provided by SFDC, if the Services or use thereof would not infringe without such combination; (III) a Claim Against Customer arises from Services

under an Order Form for which there is no charge; or (IV) a Claim against Customer arises from Content, a Non-SFDC Application or Customer's breach of this Agreement, the Documentation or applicable Order Forms.

- 9.2 Indemnification by Customer.** Customer will defend SFDC and its Affiliates against any claim, demand, suit or proceeding made or brought against SFDC by a third party (a) alleging that the combination of a Non-SFDC Application or configuration provided by Customer and used with the Services, infringes or misappropriates such third party's intellectual property rights, or (b) arising from (i) Customer's use of the Services or Content in an unlawful manner or in violation of the Agreement, the Documentation, or Order Form, (ii) any Customer Data or Customer's use of Customer Data with the Services, or (iii) a Non-SFDC Application provided by Customer (each a "Claim Against SFDC"), and will indemnify SFDC from any damages, attorney fees and costs finally awarded against SFDC as a result of, or for any amounts paid by SFDC under a settlement approved by Customer in writing of, a Claim Against SFDC, provided SFDC (A) promptly gives Customer written notice of the Claim Against SFDC, (B) gives Customer sole control of the defense and settlement of the Claim Against SFDC (except that Customer may not settle any Claim Against SFDC unless it unconditionally releases SFDC of all liability), and (C) gives Customer all reasonable assistance, at Customer's expense. The above defense and indemnification obligations do not apply if a Claim Against SFDC arises from SFDC's breach of this Agreement, the Documentation or applicable Order Forms.
- 9.3 Exclusive Remedy.** This "Mutual 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 SERVICES GIVING RISE TO THE LIABILITY IN THE TWELVE MONTHS PRECEDING THE FIRST INCIDENT 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 ABOVE.
- 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 of Agreement.** This Agreement commences on the date Customer first accepts it and continues until all subscriptions hereunder have expired or have been terminated.
- 11.2 Term of Purchased Subscriptions.** The term of each subscription shall be as specified in the applicable Order Form. Except as otherwise specified in an Order Form, subscriptions will automatically renew for additional one year terms, unless either party gives the other written notice (email acceptable) at least 30 days before the end of the relevant subscription term. Except as expressly provided in the applicable Order Form, renewal of promotional or one-time priced subscriptions will be at SFDC's applicable list price in effect at the time of the applicable renewal. Notwithstanding anything to the contrary, any renewal in which subscription volume or subscription length for any Services has decreased from the prior term will result in re-pricing at renewal without regard to the prior term's per-unit pricing.
- 11.3 Termination.** A party may terminate this Agreement 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 Refund or Payment upon Termination.** If this Agreement is terminated by Customer in accordance with the "Termination" section above, SFDC will refund Customer any prepaid fees covering the remainder of the term of all Order Forms after the effective date of termination. If this Agreement is terminated by SFDC in accordance with the "Termination" section above, Customer will pay any unpaid fees covering the remainder of the term of all Order Forms to the extent permitted by applicable law. In no event will termination relieve Customer of its obligation to pay any fees payable to SFDC for the period prior to the effective date of termination.

11.5 Surviving Provisions. The sections titled “Free Services,” “Fees and Payment,” “Proprietary Rights and Licenses,” “Confidentiality,” “Disclaimers,” “Mutual Indemnification,” “Limitation of Liability,” “Refund or Payment upon Termination,” “Removal of Content and Non-SFDC Applications,” “Surviving Provisions” and “General Provisions” will survive any termination or expiration of this Agreement, and the section titled “Protection of Customer Data” will survive any termination or expiration of this Agreement for so long as SFDC retains possession of Customer Data.

12. GENERAL PROVISIONS

12.1 Export Compliance. The Services, Content, other SFDC technology, and derivatives thereof may be subject to export laws and regulations of the United States and other jurisdictions. SFDC and Customer each represents that it is not on any U.S. government denied-party list. Customer will not permit any User to access or use any Service or Content in a U.S.-embargoed country or region (currently the Crimea, Luhansk or Donetsk regions, Cuba, Iran, North Korea, or Syria) or 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.

12.2 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.

12.3 Entire Agreement and Order of Precedence. This Agreement is the entire agreement between SFDC and Customer regarding Customer’s use of Services and Content and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. The parties agree that any term or condition stated in a Customer purchase order or in any other Customer order documentation (excluding Order Forms) is void. In the event of any conflict or inconsistency among the following documents, the order of precedence shall be: (1) the applicable Order Form, (2) this Agreement, and (3) the Documentation. Titles and headings of sections of this Agreement are for convenience only and shall not affect the construction of any provision of this Agreement.

12.4 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.

12.5 Third-Party Beneficiaries. There are no third-party beneficiaries under this Agreement.

12.6 Waiver. No failure or delay by either party in exercising any right under this Agreement will constitute a waiver of that right.

12.7 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.

12.8 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 Order Forms), 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. In the event of such a termination, SFDC will refund Customer any prepaid fees covering the remainder of the term of all subscriptions for the period after the effective date of such termination. Subject to the foregoing, this Agreement will bind and inure to the benefit of the parties, their respective successors and permitted assigns.

12.9 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 dispute or lawsuit arising out of or in connection with this Agreement, and the courts that have jurisdiction over any such dispute or 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 - Cidade Monções, CEP 04576-010 São Paulo - SP | Brazil | São Paulo, SP, Brazil |
| 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.com Sarl, Route de la Longeraie 9, Morges, 1110, Switzerland, attn: Director, EMEA Sales Operations, with a copy to attn.: Legal Department - Level 1, Block A, Nova Atria North, Sandyford Business District, Dublin 18, 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.com Sarl, Route de la Longeraie 9, Morges, 1110, Switzerland, attn: Director, EMEA 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.com Sarl, Route de la Longeraie 9, Morges, 1110, Switzerland, attn: Director, EMEA 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.com Sarl, Route de la Longeraie 9, Morges, 1110, Switzerland, attn: Director, EMEA 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.com Sarl, Route de la Longeraie 9, Morges, 1110, Switzerland, attn: Director, EMEA 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.com Sarl, Route de la Longeraie 9, Morges, 1110, Switzerland, attn: Director, EMEA 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 | 201 Sussex Street, Darling Park Tower 3, Level 12, 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 Golfinks Software Business Park Bangalore Karnataka 560071, India | India | Bangalore, 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 |

12.10 Manner of Giving Notice. Except as otherwise specified in this Agreement, all notices related to this Agreement will be in writing and will be effective upon (a) personal delivery, (b) the second business day after mailing, or (c), except for notices of termination or an indemnifiable claim (“Legal Notices”), which shall clearly be identifiable as Legal Notices, the day of sending by email. Billing-related notices to Customer will be addressed to the relevant billing contact designated by Customer. All other notices to Customer will be addressed to the relevant Services system administrator designated by Customer.

12.11 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.

12.12 Local Law Requirements: France.

With respect to Customers domiciled in France, the following provisions shall be applicable :

(1) Section 8.2 “SFDC Warranties” is replaced by the following :

8.2 SFDC Warranties. During an applicable subscription term (a) this Agreement, the Order Forms and the Documentation will accurately describe the applicable administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Customer Data, (b) SFDC will not materially decrease the overall security of the Services, (c) the Services will perform materially in accordance with the applicable Documentation, and (d) subject to the “Integration with Non-SFDC Applications” section above, SFDC will not materially decrease the overall functionality of the Services.

(2) a new Section 12.12.1 is added as follows:

12.12.1 PGSSI-S. To the extent Customer is subject to Article L.1111-8 (or any successor thereto) of the French public health code (Code de la Santé Publique), Customer shall abide by the Global Information Security Policy for the Healthcare Sector (PGSSI-S) pursuant to Article L.1110-4-1 (or any successor thereto) of the aforementioned code.

(3) a new Section 12.12.2 is added as follows :

12.12.2 Exclusions. To the extent permitted under applicable law, the provisions of Article 1222 and 1223 of the French Civil Code shall in no event be applicable.

(4) a new Section 12.12.3 is added as follows :

12.12.3 Language. The Parties agree that this Agreement and/or any Documentation and other information or policies referenced or attached to this Agreement may be in English.

(5) a new Section 12.12.4 is added as follows :

12.12.4 Independence Towards Third Parties. For the avoidance of doubt, any third parties, including those Customer contracted with to provide consulting and/or implementation services in relation to the Services, are independent of SFDC and SFDC shall in no event be responsible for their acts or omissions, including when such acts or omissions impact Customer’s use of the Services.

(6) 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.

12.13 Local Law Requirements: Germany. With respect to Customers domiciled in Germany, Section 8 “REPRESENTATIONS, WARRANTIES, EXCLUSIVE REMEDIES AND DISCLAIMERS”, Section 9.3 “Exclusive Remedy”, and Section 10 “LIMITATION OF LIABILITY” of this Agreement are replaced with the following sections respectively:

8 WARRANTIES FOR CUSTOMERS DOMICILED IN GERMANY

8.1 Agreed Quality of the Services. SFDC warrants that during an applicable subscription term (a) this Agreement, the Order Forms and the Documentation will accurately describe the applicable administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Customer Data, (b) SFDC will not materially decrease the overall security of the Services, (c) the Services will perform materially in accordance with the applicable Documentation, and (d) subject to the “Integration with Non-SFDC Applications” section above, SFDC will not materially decrease the overall functionality of the Services.

8.2 Content. SFDC is not designating or adopting Content as its own and assumes no warranty or liability for Content. The parties agree that the “Reporting of Defects”, “Remedies resulting from Defects” and “Exclusions” section shall apply accordingly to SFDC’s responsibility in the event SFDC is deemed responsible for Content by a court of competent jurisdiction.

8.3 Reporting of Defects. Customer shall report any deviation of the Services from the “Agreed Quality of the Services” section (“Defect”) to SFDC in writing without undue delay and shall submit a detailed description of the Defect or, if not possible, of the symptoms of the Defect. Customer shall forward to SFDC any useful information available to Customer for rectification of the Defect.

8.4 Remedies Resulting from Defects. SFDC shall rectify any Defect within a reasonable period of time. If such rectification fails, Customer may terminate the respective Order Form provided that SFDC had enough time for curing the Defect. In the “Refund or Payment upon Termination” section, sentence 1 and sentence 3 shall apply accordingly. If SFDC is responsible for the Defect or if SFDC is in default with the rectification, Customer may assert claims for the damage caused in the scope specified in the “Limitation of Liability” section below.

8.5 Defects in Title. Defects in title of the Services shall be handled in accordance with the provisions of Clause 9 “Mutual Indemnification”.

8.6 Exclusions. Customer shall have no claims under this Clause 8 “Warranty” if a Defect was caused by the Services not being used by Customer in accordance with the provisions of this Agreement, the Documentation and the applicable Order Forms.

9.3 Liability resulting from Indemnification for Customers domiciled in Germany. The below “Limitation of Liability” section shall apply to any claims resulting from this “Mutual Indemnification” section.

10. LIMITATION OF LIABILITY FOR CUSTOMERS DOMICILED IN GERMANY

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

- (a) in the event of willful misconduct or gross negligence,
- (b) within the scope of a 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 Order Form is endangered, or in the 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 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 “Unlimited Liability” section above, 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 Services giving rise to the liability in the 12 months preceding the first incident out of which the liability arose. The foregoing limitation will not limit Customer’s and its Affiliates’ payment obligations under the “Fees and Payment” section above.

10.4 Scope. With the exception of liability in accordance with the “Unlimited Liability” section, the above limitations of liability shall apply to all claims for damages, irrespective of the legal basis including claims for tort damages. The above limitations of liability also apply in the case of claims for a party’s damages against the respective other party’s employees, agents or bodies.

12.14 Local Law Requirements: Italy. With respect to Customers domiciled in Italy, Section 5.2 “Invoicing and Payment”, Section 5.3 “Overdue Charges”, Section 5.4 “Suspension of Service and Acceleration”, and Section 12.2 “Anti Corruption” of this Agreement are replaced with the following sections respectively:

5.2. Invoicing and Payment

5.2.1 Invoicing and Payment. Fees will be invoiced in advance and otherwise in accordance with the relevant Order Form. Unless otherwise stated in the Order Form, fees are due net 30 days from the invoice date. The parties acknowledge that invoices are also 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.

5.2.2 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.

5.2.3 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 and, if applicable, Customer shall provide proof of such VAT payment to SFDC.

5.3 Overdue Charges. Subject to the “Payment Disputes” section below, if any invoiced amount is not received by SFDC by the due date, then without limiting SFDC’s rights or remedies, those charges, without the need for notice of default, may accrue late interest at the rate of 1.5% of the outstanding balance per month, or the maximum rate permitted by law (Legislative Decree no. 231/2002), whichever is lower and/or (b) SFDC may condition future subscription renewals and Order Forms on payment terms shorter than those specified in the “Invoicing and Payment” section above.

5.4. Suspension of Service. Subject to the “Payment Disputes” section below, if any charge owing by Customer under this or any other agreement for services is 30 days or more overdue, (or 10 or more days overdue in the case of amounts Customer has authorized SFDC to charge to Customer’s credit card), SFDC may, without limiting its other rights and remedies, suspend Services until such amounts are paid in full, provided that, other than for customers paying by credit card or direct debit whose payment has been declined, SFDC will give Customer at least 10 days’ prior notice that its account is overdue, in accordance with the “Manner of Giving Notice” section below for billing notices, before suspending services to Customer.

12.2 Anti-Corruption.

12.2.1 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.

12.2.2 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.

12.15 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.

12.16 Local Law Requirements: India. With respect to Customers domiciled in India, the following shall apply:

12.16.1 Venue and Arbitration

- A. Subject to the “Arbitration” Section below, the courts located in Bangalore, 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 Bangalore, 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 judgement 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 5.2 “Invoicing and Payment” of this Agreement is replaced with the following section:

5.2 Invoicing and Payment

5.2.1 Invoicing and Payment. Unless otherwise stated in the Order Form, invoiced fees are due net 30 days from the invoice date. Customer is responsible for providing complete and accurate billing and contact information to SFDC 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.

5.2.2 Electronic Invoicing. Customer shall provide to SFDC at least the following information in writing to facilitate electronic invoicing: Customer's 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.

- 12.17 Local Law Requirements: United Kingdom.** With respect to Customers domiciled in the United Kingdom, Section 12.3 “Entire Agreement and Order of Precedence” of this Agreement is replaced with the following section:

12.3 Entire Agreement and Order of Precedence. This Agreement is the entire agreement between SFDC and Customer regarding Customer’s use of Services and Content 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. The parties agree that any term or condition stated in a Customer purchase order or in any other Customer order documentation (excluding Order Forms) is void. In the event of any conflict or inconsistency among the following documents, the order of precedence shall be: (1) the applicable Order Form, (2) this Agreement, and (3) the Documentation. Titles and headings of sections of this Agreement are for convenience only and shall not affect the construction of any provision of this Agreement.