



Main Services Agreement — Developer Services

This Main Services Agreement (“**Agreement**”) is for Your use of the Developer Services to develop and maintain applications and services that interoperate with or complement Our online platform and/or applications.

YOU INDICATE YOUR ACCEPTANCE OF THIS AGREEMENT BY CLICKING A CHECK BOX OR BUTTON OR EXECUTING AN ORDER FORM THAT REFERENCES THIS AGREEMENT, OR BY ACCESSING THE DEVELOPER SERVICES. BY ACCEPTING THIS AGREEMENT, YOU AGREE TO ITS TERMS. IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY AND ITS AFFILIATES TO THESE TERMS AND CONDITIONS, IN WHICH CASE THE TERMS “YOU” OR “YOUR” SHALL REFER TO SUCH ENTITY AND ITS AFFILIATES. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE WITH THESE TERMS AND CONDITIONS, YOU MUST NOT ACCEPT THIS AGREEMENT AND MAY NOT USE THE DEVELOPER SERVICES. WE MAY CHANGE THIS AGREEMENT BY POSTING A REVISED VERSION AT [HTTPS://WWW.SALESFORCE.COM/CONTENT/DAM/WEB/EN_US/WWW/DOCUMENTS/LEGAL/SALESFORCE_DEVELOPER_MS_A.PDF](https://www.salesforce.com/content/dam/web/en_us/www/documents/legal/salesforce_developer_ms_a.pdf) OR ANY OTHER APPLICABLE WEBSITE OF OURS AND SUCH UPDATES WILL BE EFFECTIVE UPON THE 30TH DAY FOLLOWING SUCH POSTING. YOUR USE OF ANY DEVELOPER SERVICE FOLLOWING ANY CHANGES TO THIS AGREEMENT WILL CONSTITUTE YOUR ACCEPTANCE OF THOSE CHANGES TO THIS AGREEMENT, AS APPLICABLE.

This Agreement was last updated on June 30, 2026. It is effective between You and Us as of the date You accept this Agreement.

You may not, without Our prior written consent, access or use the Developer Services :

- for production purposes, or
- if You are Our direct competitor, or
- to monitor the availability, performance, or functionality of the Developer Services, or
- for any other benchmarking or competitive purposes.

Any violation of the preceding sentence shall be deemed a material breach of this Agreement.

In addition, You may not engage in Commercial Use of the Developer Services unless You are doing so via Your Application and (i) Your Application is enrolled in the ISV Partner Program and (ii) Your access and use of the Developer Services is in compliance with the ISV Partner Program Policies. If we determine that You have violated this paragraph, such violation shall be deemed a material breach of this Agreement.

1. DEFINITIONS

“Affiliate” means any entity which 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.

“AppExchange” means the online directory of applications that interoperate with the Developer Services, located at <http://www.salesforce.com/appexchange> or at any successor websites.

“Basic Developer Services” means the Developer Edition, and any other versions We designate as developer versions, of the online, Web-based applications and platform We provide via <http://www.salesforce.com> and/or <http://developer.salesforce.com> that We make generally available to Our developer community at no charge, excluding tools and resources accessible outside the above-described applications and platform and excluding Developer Resources and Non-SFDC Applications.

“Commercial Product” means a Non-SFDC Application where installation, access, and/or use of any version of the Non-SFDC Application or its features and capabilities require the payment of fees of any kind (including, e.g., if the Non-SFDC Application integrates into or makes use of any application or other product or service for which fees are collected, or if the Non-SFDC Application is provided under a “freemium” payment model). For clarity, such Non-SFDC Applications include,

but are not limited to, Your Application and off-platform software, functions, or applications that would not interoperate with the SFDC Services except through access or use of the Developer Services.

“Commercial Use” means any access or use of the Developer Services to develop, test, operate, authenticate, integrate to, distribute or support a Commercial Product or any access or use of the Developer Services for which you otherwise charge fees. Notwithstanding the foregoing, access or use of the Developer Services to develop, operate, authenticate, integrate to or distribute a Commercial Product solely for use by a single Customer is not Commercial Use. For clarity, if you access or use the Developer Services to provide a Customer with functionality that is the same as or substantially similar to the functionality of an application you have enrolled in the ISV Partner Program or if such access or use enables interoperability with the same or substantially similar Non-SFDC Application for more than one Customer, then your access or use of the Developer Services is Commercial Use.

“Customer” means an individual, company or entity purchasing Salesforce services directly from Salesforce or indirectly via an authorized reseller.

“Developer Resources” means the content, information, resources, documentation, code, tools, toolkits, developer environments and/or communities, contests, promotions and/or programs accessible via <http://developer.salesforce.com>.

“Developer Services” means Basic Developer Services and Supplemental Developer 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 Developer 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.

“Order Form” means the ordering documents for any purchases of Supplemental Developer Services hereunder, including addenda thereto, that are entered into by You and Us from time to time. Order Forms shall be deemed incorporated herein by reference.

“Supplemental Developer Services” means any versions We designate as developer versions of the online, Web-based applications and platform We provide via <http://www.salesforce.com> and/or <http://developer.salesforce.com>, and any versions of other services We provide and designate as developer versions, that we make generally available to Our developer community for a fee and that You order under an Order Form. Supplemental Developer Services exclude Basic Developer Services, Developer Resources and Non-SFDC Applications.

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

“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 You to use the Developer Services and to whom You (or, when applicable, We at Your request) have supplied a user identification and password (for Developer Services utilizing authentication). Users may include, for example, Your employees, consultants, contractors and agents, and third parties with which You transact business.

“User Subscription” means a subscription granted by Us to You for Developer Services, which is assigned by You to a User. The duration of any User Subscription shall be as described in Section 10.2 (Term of Basic Developer Service User Subscriptions) or Section 11.7.a (Term of Supplemental Developer Service User Subscriptions), as applicable.

“We,” “Us” or “Our” means the Salesforce (“SFDC”) company described in Section 13 (Whom You Are Contracting With, Notices, Governing Law and Jurisdiction).

“You” or “Your” 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.

“Your Application” means an online application that You create using, and that interoperates with, the Developer Services or Salesforce services. For clarity, Your Application is a Non-SFDC Application.

“Your Data” means all electronic data or information submitted by You to the Developer Services.

2. PROVISION AND USE OF DEVELOPER SERVICES AND CONTENT

2.1. Provision of Developer Services. We shall make the Developer Services available to You pursuant to this Agreement.

2.2. User Subscriptions. Unless otherwise agreed in writing by Us, Developer Services are made available as User Subscriptions and may be accessed by a number of Users no greater than the number of user IDs we allocate to You. User Subscriptions are for designated Users and cannot be shared or used by more than one User but may be reassigned to new Users replacing former Users who no longer require ongoing use of the Developer Services.

2.3. Our Responsibilities. We shall use commercially reasonable efforts to: (i) make the Developer Services available 24 hours a day, 7 days a week, except for: (a) planned downtime (of which We shall give advance electronic notice), or (b) any unavailability caused by circumstances beyond Our reasonable control, including without limitation, acts of God, acts of government, flood, fire, earthquakes, civil unrest, acts of terror, strikes or other labor problems (other than those involving Our employees), Internet service provider failures or delays, Non-SFDC Applications, or denial of service attacks, and (ii) provide the Developer Services in accordance with laws and government regulations applicable to Our provision of Developer Services to users generally (i.e., without regard for Your particular use of the Developer Services), and subject to Users' use of the Developer Services in accordance with this Agreement and the documentation accessible via <http://developer.salesforce.com/docs> ("Developer Documentation"). The Basic Developer Services exclude support. We may make developer support available separately as a Supplemental Developer Service or through other programs from time to time.

2.4. Your Responsibilities. You shall (i) be responsible for Users' compliance with this Agreement and the Developer Documentation, (ii) be solely responsible for the accuracy, quality, integrity and legality of Your Data, the means by which You acquired Your Data, Your use of Your Data with the Developer Services, and the interoperation of any Non-SFDC Applications with which You use the Developer Services, (iii) use commercially reasonable efforts to prevent unauthorized access to or use of the Developer Services, and notify Us promptly of any such unauthorized access or use, (iv) use the Developer Services only in accordance with this Agreement, the Developer Documentation, the Acceptable Use and External-Facing Services Policy and the Artificial Intelligence Acceptable Use Policy, both available at <https://www.salesforce.com/company/legal/>, and applicable laws and regulations, and (v) comply with terms of service of any Non-SFDC Applications with which You use Developer Services. Any use of the Developer Services in breach of the foregoing by You or Users that in Our judgment threatens the security, integrity or availability of Our services, may result in Our immediate suspension of the Developer Services.

2.5. Usage Restrictions and Limitations. You shall not (a) make the Developer Services available to any person or entity other than Users, (b) sell, resell, rent or lease the Developer Services, or include the Developer Services in a service bureau or outsourcing offering, (c) use the Developer Services or a 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 or confidentiality rights, (d) use the Developer Services to store or transmit Malicious Code, (e) interfere with or disrupt the integrity or performance of the Developer Services or third-party data contained therein, (f) attempt to gain unauthorized access to the Developer Services or their related systems or networks, (g) permit direct or indirect access to or use of any Developer Services in a way that circumvents any contractual usage limit, or use any Developer Services to access, copy or use any of Our intellectual property except as permitted under this Agreement or the Developer Documentation, (h) modify, copy, or create derivative works based on the Developer Services or any part, feature, function or user interface thereof, (i) frame or mirror any part of the Developer Services, other than framing on Your own intranets or otherwise for Your own internal business purposes or as permitted in the Developer Documentation, (j) except to the extent permitted by applicable law, disassemble, reverse engineer, or decompile the Developer Services or access it to (1) build a product or service competitive with the Developer Services, (2) build a product or service using similar ideas, features, functions or graphics of the Developer Services, (3) copy any ideas, features, functions or graphics of the Developer Services, or (4) determine whether the Developer Services are within the scope of any patent, or (k) submit personal data to the Developer Services. Developer Services may be subject to other limitations, such as, for example, limits on disk storage space, on the number of calls You are permitted to make against Our application programming interface(s), and, for Developer Services that enable You to provide public websites, on the number of page views by visitors to those websites. Any such limitations are specified in the Developer Documentation.

2.6. Removal of Non-SFDC Applications. If You receive notice, including from Us, that 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 Our Acceptable Use and External-Facing Services Policy or Artificial Intelligence Acceptable Use Policy, You will promptly do so. If You do not take required action, in accordance with the above, or if in Our judgment continued violation is likely to reoccur, We may disable the applicable Developer Service and/or Non-SFDC Application. If requested by Us, You shall confirm Your

deletion and discontinuance in writing and We shall be authorized to provide a copy of such confirmation to any such third-party claimant or governmental authority, as applicable.

2.7. Use of Developer Resources. You may use Developer Resources in connection with the Developer Services hereunder, subject to the Salesforce Program Agreement posted at <https://www.salesforce.com/company/program-agreement/>.

3. THIRD-PARTY PROVIDERS

3.1. Your Acquisition of Third-Party Products and Services. We 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 You of third-party products or services, including but not limited to Non-SFDC Applications and implementation, customization and other consulting services, and any exchange of data between You and any third-party provider, are solely between You and the applicable third-party provider. We do not warrant or support third-party products or services, whether or not they are designated by Us as “certified” or otherwise.

3.2. Developer Service Features that Integrate with Third-Party Services. The Developer Services contain features designed to interoperate with third-party services. Such Developer Service features depend on those third-party providers continuing to make their services, including their application programming interfaces (“APIs”) where applicable, available for the Developer Services. If any third-party provider ceases to make its applicable services or APIs available on reasonable terms for the Developer Services, We may cease providing the corresponding features without entitling You to any refund, credit, or other compensation.

4. NO FEES FOR BASIC DEVELOPER SERVICES

We currently provide the Basic Developer Services at no charge. We reserve the right to change our pricing policies for Basic Developer Services at any time in Our sole discretion. We will provide you reasonable electronic notice of any such changes.

5. PROPRIETARY RIGHTS AND LICENSES

5.1. Reservation of Rights. Subject to the limited rights expressly granted hereunder, We, our Affiliates, and our licensors reserve all rights, title and interest in and to the Developer Services, including all related intellectual property rights. No rights are granted to You hereunder other than as expressly set forth herein.

5.2. License by You to SFDC. You grant Us, Our Affiliates and applicable contractors a worldwide, limited-term license to host, copy, use, transmit and display Your Applications and any program code that You or any User create using the Developer Services, and Your Data, each as appropriate for Us to provide and ensure proper operation of the Developer Services and associated systems in accordance with this Agreement. If You choose to use a Non-SFDC Application with the Developer Services, You grant Us permission to allow that application and its provider to access Your Data and information about Your usage of the Non-SFDC Application as appropriate for the interoperation of that application with the Developer Services. Subject to the limited licenses granted herein, We acquire no right, title or interest from You or Your licensors under this Agreement in or to Your Applications, any of Your Data, Non-SFDC Applications or such program code.

5.3. License to Use Feedback. You grant Us and Our Affiliates a royalty-free, worldwide, irrevocable, perpetual license to use, distribute, disclose, and make and incorporate into Our services any suggestion, enhancement request, recommendation, correction or other feedback provided by You or Users relating to the operation of Ours or Our Affiliates’ services.

5.4. Federal Government End Use Provisions. We provide the Developer Services, including related software and technology, for ultimate federal government end use solely in accordance with the following: Government technical data and software rights related to the Developer Services include only those rights customarily provided to the public as defined in this Agreement. This customary commercial license is provided in accordance with FAR 12.211 (Technical Data) and FAR 12.212 (Software) and, for Department of Defense transactions, DFAR 252.227- 7015 (Technical Data – Commercial Items) and DFAR 227.7202-3 (Rights in Commercial Computer Software or Computer Software Documentation). If a government agency has a need for rights not conveyed under these terms, it must negotiate with Us to determine if there are acceptable terms for transferring such rights, and a mutually acceptable written addendum specifically conveying such rights must be included in any applicable contract or agreement.

5.5. Competitive Applications. Subject to Our and Your respective rights and obligations under this Agreement, We acknowledge that You may develop and make available products and services that are similar to or otherwise compete with Our products and services, and You acknowledge that We may develop and make available products and services that are similar to or otherwise compete with Your products and services.

6. CONFIDENTIALITY

6.1. 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. Your Confidential Information includes Your Data and Your Application; Our Confidential Information includes the Developer Services and the terms and conditions of this Agreement. 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) was 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 services offered by Us.

6.2. 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 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 accountants’ compliance with this “Confidentiality” section. Notwithstanding the foregoing, We may disclose the terms of this Agreement to a contractor or Non-SFDC Application provider to the extent necessary to perform Our obligations under this Agreement, under terms of confidentiality materially as protective as set forth herein.

6.3. Compelled Disclosure. The Receiving Party may disclose Confidential Information of the Disclosing Party if it is compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of such 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 such Confidential Information.

7. LIMITED WARRANTIES AND DISCLAIMERS

Each party represents and warrants that it has the legal power to enter into this Agreement. EXCEPT AS PROVIDED IN THE PRECEDING SENTENCE AND IN SECTION 11.5 (WARRANTIES REGARDING SUPPLEMENTAL DEVELOPER SERVICES) BELOW, THE DEVELOPER SERVICES ARE PROVIDED “AS-IS” WITHOUT ANY WARRANTY. WITHOUT LIMITING THE FOREGOING, SFDC AND ITS AFFILIATES DO NOT REPRESENT OR WARRANT THAT (A) YOUR USE OF THE DEVELOPER SERVICES WILL MEET YOUR REQUIREMENTS, (B) YOUR USE OF THE DEVELOPER SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE OR FREE FROM ERROR, (C) USAGE DATA PROVIDED THROUGH THE DEVELOPER SERVICES WILL BE ACCURATE, AND (D) DATA SUBMITTED BY YOU TO THE DEVELOPER SERVICES IN VIOLATION OF SECTION 2.5(K) WILL BE PROCESSED BY US IN ACCORDANCE WITH YOUR REQUIREMENTS. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE “LIMITATION OF LIABILITY” SECTION BELOW, YOU SHALL BE FULLY LIABLE UNDER THIS AGREEMENT TO US AND OUR AFFILIATES FOR ANY DAMAGES ARISING OUT OF YOUR USE OF THE DEVELOPER SERVICES, ANY BREACH BY YOU OR YOUR USERS OF THIS AGREEMENT AND ANY OF YOUR INDEMNIFICATION OBLIGATIONS HEREUNDER.

8. INDEMNIFICATION

You will defend Us and our Affiliates against any claim, demand, suit or proceeding made or brought against Us by a third party (a) alleging that the combination of a Non-SFDC Application or configuration provided by You and used with the Developer Services, infringes or misappropriates such third party’s intellectual property rights, or (b) arising from (i) Your use of the Developer Services in an unlawful manner or in violation of the Agreement or the Developer Documentation, (ii) any of Your Data or Your use of Your Data with the Developer Services, or (iii) a Non-SFDC Application provided by You (each a “Claim Against SFDC”), and will indemnify Us from any damages, attorney fees and costs finally awarded against Us as a result of, or for any amounts paid by Us under a settlement approved by You in writing of, a Claim Against SFDC, provided

We (a) promptly give You written notice of the Claim Against SFDC, (b) give You sole control of the defense and settlement of the Claim Against SFDC (except that You may not settle any Claim Against SFDC unless You unconditionally release Us of all liability), and (c) give You all reasonable assistance, at Your expense. The above defense and indemnification obligations do not apply if a Claim Against SFDC arises from Our breach of this Agreement.

9. LIMITATION OF LIABILITY

9.1. Limitation of Liability. WE SHALL HAVE NO LIABILITY OF ANY TYPE WITH RESPECT TO THIS AGREEMENT UNLESS SUCH EXCLUSION OF LIABILITY IS NOT ENFORCEABLE UNDER APPLICABLE LAW IN WHICH CASE OUR AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, SHALL NOT EXCEED \$1,000.

9.2. Exclusion of Consequential and Related Damages. IN NO EVENT SHALL WE HAVE ANY LIABILITY TO YOU FOR ANY LOST PROFITS, REVENUES, OR GOODWILL, OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, COVER, BUSINESS INTERRUPTION, OR PUNITIVE DAMAGES HOWEVER CAUSED, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, AND WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF THE PARTY OR ITS AFFILIATES' REMEDY OTHERWISE FAILS OF ITS ESSENTIAL PURPOSE. THE FOREGOING DISCLAIMER SHALL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW.

10. TERM AND TERMINATION

10.1. Term of Agreement. This Agreement commences on the date You accept it and continues until all User Subscriptions granted in accordance with this Agreement have expired or been terminated in accordance with Section 10.3 (Termination).

10.2. Term of Basic Developer Service User Subscriptions. User Subscriptions for Basic Developer Services commence on the date you accept this Agreement and continue until terminated by either party in accordance with Section 10.3 (Termination).

10.3. Termination.

You may terminate Basic Developer Service User Subscriptions without cause at any time upon written notice to Us. We may suspend or terminate Your access to the Basic Developer Services, Your Application, and/or the interoperation of Your Application with the Basic Developer Services, in whole or in part:

- a. upon notice to You if Your Basic Developer Services have not been accessed by a User for six (6) months or longer;
- b. upon written notice to You of a material breach of this Agreement;
- c. for convenience at any time and at Our sole discretion with 30 days notice, except as set forth in Section 14.9.

Notwithstanding the above, to the extent any Basic Developer Service User Subscriptions are required to use Supplemental Developer Service User Subscriptions, the parties' rights to terminate such Basic Developer Service User Subscriptions will be governed by Section 11.7(b) (Termination of Agreement for Cause) instead of the above.

10.4 Effect of Termination. Termination or suspension of Your access to the Developer Services may negatively impact third parties, including end users, e.g., resulting in data loss, corruption or downtime in a Customer's Salesforce services. You are responsible for ensuring that all parties who access or use Your Application are aware of these risks. In no case will any suspension or termination under this Agreement give rise to any liability by Us to You or a Customer, including for a refund of fees paid pursuant to any other agreements with Us or any other damages.

10.5. Return of Your Data. Upon request by You made within 30 days after the effective date of termination or expiration of this Agreement, We will make Your Data available to You for export or download. After such 30-day period, We will have no obligation to maintain or provide any of Your Data, and will thereafter delete or destroy all copies of Your Data in Our systems or otherwise in Our possession or control, unless legally prohibited.

10.6. Loss of Applications and Materials. UPON ANY TERMINATION OF THIS AGREEMENT, ALL APPLICATIONS AND OTHER MATERIALS DEVELOPED BY YOU USING THE DEVELOPER SERVICES AND HOSTED ON OUR PLATFORM WILL BE PERMANENTLY LOST.

10.7. Surviving Provisions. Sections 5 (Proprietary Rights and Licenses), 6 (Confidentiality), 7 (Limited Warranties and Disclaimers), 8 (Indemnification), 9 (Limitation of Liability), 10.5 (Return of Your Data), 11.4 (Confidentiality of Supplemental Developer Services Terms and Pricing), 11.5 (Warranties Regarding Supplemental Developer Services), 11.6 (Indemnification for Supplemental Developer Services), 13 (Whom You Are Contracting With, Notices, Governing Law and Jurisdiction) and 14 (General Provisions) shall survive any termination or expiration of this Agreement.

11. ADDITIONAL TERMS APPLICABLE TO SUPPLEMENTAL DEVELOPER SERVICES

11.1. Terms Limited to Supplemental Developer Services. The provisions in this Section 11 (Additional Terms Applicable to Supplemental Developer Services) apply only to Supplemental Developer Services ordered hereunder, and are in addition to the other provisions in this Agreement.

11.2. Supplemental Developer Services.

- a. Provision of Supplemental Developer Services. We shall make the Supplemental Developer Services available to You pursuant to this Agreement and the relevant Order Forms during a subscription term.
- b. User Subscriptions. Unless otherwise specified in the applicable Order Form or Developer Documentation, (i) Supplemental Developer Services may be accessed by no more than the specified number of Users, (ii) additional User Subscriptions may be added during the subscription term at the same pricing as that for the pre-existing subscriptions, prorated for the remainder of the subscription term in effect at the time the additional User Subscriptions are added, and (iii) the added User Subscriptions shall terminate on the same date as the pre-existing subscriptions. You agree that Your purchases are not contingent on the delivery of any future functionality or features, or dependent on any oral or written public comments made by Us regarding future functionality or features.

11.3. Fees and Payment for Supplemental Developer Services.

- a. User Fees. You shall pay all fees specified in all Order Forms hereunder. Except as otherwise specified herein or in an Order Form, (i) fees are quoted and payable in United States dollars, (ii) fees are based on services purchased and not actual usage, (iii) payment obligations are non-cancelable and fees paid are non-refundable, and (iv) the number of User Subscriptions purchased cannot be decreased during the relevant subscription term stated on the Order Form.
- b. Invoicing and Payment. You will provide Us with valid and updated credit card information, or with a valid purchase order or alternative document reasonably acceptable to Us. If You provide credit card information to Us, You authorize Us to charge such credit card for all Supplemental Developer Services listed in the Order Form for the initial subscription term and any renewal subscription term(s) as set forth in Section 11.7.a (Term of Supplemental Developer Service User Subscriptions). 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, We will invoice You in advance and otherwise in accordance with the relevant Order Form. Unless otherwise stated in the Order Form, invoiced charges are due net 30 days from the invoice date. You are responsible for maintaining complete and accurate billing and contact information with Us.
- c. Overdue Charges. If any invoiced amount is not received by Us 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) We may condition future subscription renewals and Order Forms on payment terms shorter than those specified in the "Invoicing and Payment" paragraph above.
- d. Suspension of Service and Acceleration. If any charge owing by You under this or any other agreement for Developer Services is 30 or more days overdue (except charges then under reasonable and good faith dispute), We may, without limiting Our other rights and remedies, accelerate Your unpaid fee obligations under such agreements so that all such obligations become immediately due and payable, and suspend Developer Services until such amounts are paid in full.
- e. Payment Disputes. We will not exercise Our rights under the "Overdue Charges" or "Suspension of Service and Acceleration" paragraphs above if You are disputing the applicable charges reasonably and in good faith and are cooperating diligently to resolve the dispute.
- f. Taxes. Our fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including but not limited to value-added, sales, use or withholding taxes, assessable by any jurisdiction whatsoever (collectively, "Taxes"). You are responsible for paying all Taxes associated with Your purchases hereunder. If We have the legal obligation to pay or collect Taxes for which You are responsible under this paragraph, We will invoice You, and You will pay that amount unless You provide Us with a valid tax exemption certificate authorized by the appropriate taxing authority. For clarity, We are solely responsible for taxes assessable against Us based on Our income, property and employees.

11.4. Confidentiality of Supplemental Developer Services Terms and Pricing. In addition to the terms of Section 6 (Confidentiality) above, the terms and pricing under any Order Forms for Supplemental Developer Services shall be considered Our Confidential Information.

11.5. Warranties Regarding Supplemental Developer Services. We warrant that (i) the Supplemental Developer Services shall perform materially in accordance with the Developer Documentation, and (ii) subject to Section 3.2 (Developer Service Features that Integrate with Third-Party Services), the functionality of the Supplemental Developer Services will not be materially decreased during a subscription term. For any breach of either such warranty, Your exclusive remedy shall be as provided in Sections 11.7.b (Termination for Cause) and 11.7.c (Refund or Payment upon Termination) below.

11.6. Indemnification for Supplemental Developer Services.

- a. Indemnification by Us for Supplemental Developer Services. We shall defend You against any claim, demand, suit, or proceeding ("**Claim**") made or brought against You by a third party alleging that the Supplemental Developer Services, used as permitted hereunder, infringe or misappropriate the intellectual property rights of such third party, and shall indemnify You for any damages, attorney fees and costs finally awarded against You as a result of, or for amounts paid by You under a settlement approved by Us in writing of, a Claim, provided that You (a) promptly give Us written notice of the Claim; (b) give Us sole control of the defense and settlement of the Claim (except that We may not settle any Claim unless the settlement unconditionally releases You of all liability); and (c) provide to Us all reasonable assistance, at Our expense. If We receive information about an infringement or misappropriation claim related to the Supplemental Developer Services, We may in Our discretion and at no cost to You (i) modify the Supplemental Developer Services so that they no longer claim to infringe or misappropriate, without breaching the warranties in section 11.5 above, (ii) obtain a license for Your continued use of the Supplemental Developer Services in accordance with this Agreement, or (iii) terminate Your Supplemental Developer Service User Subscriptions and refund You any prepaid fees covering the remainder of the term of such User Subscriptions after the effective date of termination. The above defense and indemnification obligations do not apply if (I) the allegation does not state with specificity that the Supplemental Developer Services are the basis of the Claim; (II) the Claim arises from the use or combination of the Developer Services or any part thereof with software, hardware, data, or processes not provided by Us, if the services or use thereof would not infringe without such combination; (III) the Claim arises from services under an Order Form for which there is no charge; or (IV) the Claim arises from a Non-SFDC Application or Your breach of this Agreement, the Developer Documentation or applicable Order Forms.
- b. Exclusive Remedy. Section 11.6.a. above states Our sole liability and Your exclusive remedy for any type of Claim described in that section.

11.7. Term and Termination.

- a. Term of Supplemental Developer Service User Subscriptions. Supplemental Developer Service User Subscriptions purchased by You commence on the start date specified in the applicable Order Form and continue for the subscription term specified therein. Except as otherwise specified in the applicable Order Form, all Supplemental Developer Service User Subscriptions shall automatically renew for additional periods equal to the expiring subscription term or one year (whichever is shorter), unless either party gives the other notice of non-renewal at least 30 days before the end of the relevant subscription term. The per-unit pricing during any such renewal term shall be the same as that during the prior term unless We have given You written notice of a pricing increase at least 30 days before the end of such prior term, in which case the pricing increase shall be effective upon renewal and thereafter. Any such pricing increase shall not exceed 7% over the pricing for the relevant Supplemental Developer Services in the immediately prior subscription term, unless the pricing in such prior term was designated in the relevant Order Form as promotional or one-time.
- b. Termination for Cause. A party may terminate Supplemental Developer Service User Subscriptions 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.
- c. Effect of Termination on Third Parties. Termination or suspension of Supplemental Developer Service User Subscriptions may negatively impact third parties, including end users, e.g., resulting in data loss, corruption or downtime in a Customer's Services. You are responsible for ensuring that all parties who access or use Your Application are aware of these risks. In no case will any suspension or termination by SFDC of Supplemental

Developer Service User Subscriptions under this Agreement give rise to any liability by SFDC to You or a Customer, including for a refund of fees paid pursuant to any other agreements with SFDC or any other damages.

- c. Refund or Payment upon Termination. Upon any termination for cause by You, We shall refund You any prepaid fees covering the remainder of the term of all Supplemental Developer Service User Subscriptions after the effective date of termination. Upon any termination for cause by Us, You shall pay any unpaid fees covering the remainder of the term of all Order Forms after the effective date of termination. In no event shall any termination relieve You of the obligation to pay any fees payable to Us for the period prior to the effective date of termination.

12. FORCE.COM SITES

All access and use by You of the Force.com Sites component of the Developer Services is governed by the Force.com Terms of Use located at https://www.salesforce.com/content/dam/web/en_us/www/documents/legal/Agreements/product-specific-terms/forcedotcom-sites-tou.pdf, or any other location later specified by Us, that are applicable to “Developer Edition services.”

13. WHOM YOU ARE CONTRACTING WITH, NOTICES, GOVERNING LAW AND JURISDICTION

13.1. Contracting Entity, Notice, Governing Law, and Venue. Which entity of Ours You are contracting with under this Agreement, the address to which You 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 You are domiciled..

If You are domiciled in North or South America				
If You are 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

If You are domiciled in Europe, the Middle East, or Africa				
If You are domiciled in:	The SFDC entity entering into this Agreement is:	Notices should be addressed to:	Governing law is:	Courts with exclusive jurisdiction are:
Any country other than France, Germany, Italy, Spain, or the United Kingdom	SFDC Ireland Limited, a limited liability company incorporated in Ireland	Salesforce UK Limited, Floor 26 Salesforce Tower, 110 Bishopsgate, London, EC2N 4AY, United Kingdom, attn: VP, Sales Operations, with a copy to attn.: Legal Department - Salesforce Tower, 60 R801, North Dock, Dublin, Ireland	England	London, England

France	salesforce.com France, a French S.A.S company with a share capital of 37,000 €, registered with the Paris Trade Registry under number 483 993 226 RCS Paris, Registered office: 3 Avenue Octave Gréard, 75007 Paris, France	Salesforce UK Limited, Floor 26 Salesforce Tower, 110 Bishopsgate, London, EC2N 4AY, United Kingdom, attn: VP, Sales Operations, with a copy to attn.: Legal Department - Service Juridique, 3 Avenue Octave Gréard, 75007 Paris, France	France	Paris, France
Germany	salesforce.com Germany GmbH, a limited liability company, incorporated in Germany	Salesforce UK Limited, Floor 26 Salesforce Tower, 110 Bishopsgate, London, EC2N 4AY, United Kingdom, attn: VP, Sales Operations, with a copy to attn.: Legal Department - Erika-Mann-Strasse 31-37, 80636 München, Germany	Germany	Munich, Germany
Italy	salesforce.com Italy S.r.l., an Italian limited liability company having its registered address at Piazza Filippo Meda 5, 20121 Milan (MI), VAT / Fiscal code n. 04959160963	Salesforce UK Limited, Floor 26 Salesforce Tower, 110 Bishopsgate, London, EC2N 4AY, United Kingdom, attn: VP, Sales Operations, with a copy to attn.: Legal Department	Italy	Milan, Italy
Spain	Salesforce Systems Spain, S.L., a limited liability company incorporated in Spain	Salesforce UK Limited, Floor 26 Salesforce Tower, 110 Bishopsgate, London, EC2N 4AY, United Kingdom, attn: VP, Sales Operations, with a copy to attn.: Legal Department - Paseo de la Castellana 79, Madrid, 28046, Spain	Spain	Madrid, Spain
United Kingdom	Salesforce UK Limited, a limited liability company incorporated in England	Salesforce UK Limited, Floor 26 Salesforce Tower, 110 Bishopsgate, London, EC2N 4AY, United Kingdom, attn: VP, Sales Operations, with a copy to attn: Legal Department, Salesforce UK Limited, Floor 26 Salesforce Tower, 110 Bishopsgate, London, EC2N 4AY, United Kingdom	England	London, England

If You are domiciled in Asia or the Pacific Region				
If You are domiciled in:	The SFDC entity entering into this Agreement is:	Notices should be addressed to:	Governing law is:	Courts with exclusive jurisdiction are:
Any country other than Australia, India, Japan, or New Zealand	salesforce.com Singapore Pte Ltd, a Singapore private limited company	5 Temasek Boulevard #13-01, Suntec Tower 5, Singapore, 038985, attn: Director, APAC Sales Operations, with a copy to attn: General Counsel	Singapore	Singapore

Australia or New Zealand	SFDC Australia Pty Ltd	Salesforce Tower, Level 39, 180 George St, Sydney NSW 2000, attn: Senior Director, Finance with a copy to attn: General Counsel	New South Wales, Australia	New South Wales, Australia
India	salesforce.com India Private Limited, a company incorporated under the provisions of the Companies Act, 1956 of India	salesforce.com India Private Limited Torrey Pines, 3rd Floor, Embassy Golflinks Software Business Park 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

The governing law specified above will apply without regard to conflicts of laws rules or the United Nations Convention on the International Sale of Goods.

13.2. 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 You will be addressed to the relevant billing contact designated by You. All other notices to You will be addressed to the relevant services system administrator designated by You.

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

13.4. Waiver of Jury Trial. Each party hereby waives any right to jury trial in connection with any action or litigation in any way arising out of or related to this Agreement.

14. GENERAL PROVISIONS

14.1 Suspension. Notwithstanding anything to the contrary herein, if, in SFDC's judgment, You, Your use of the Developer Services, Your Application, or Your Application's interoperation with SFDC's services (i) imminently threatens the security, integrity or availability of SFDC's services (including with respect to potential unauthorized use, access, or disclosure of Customer Data), (ii) materially breaches the Agreement, or (iii) violates applicable law or third party rights, SFDC reserves the right to immediately temporarily or permanently suspend the Developer Services and/or the interoperation of any of Your Application(s) with SFDC's services, provided that, to the extent legally permitted, SFDC will use commercially reasonable efforts under the circumstances to provide You with notice and an opportunity to remedy such threat or breach prior to any such suspension.

14.2. Export Compliance. The Developer Services other SFDC technology, and derivatives thereof may be subject to export laws and regulations of the United States and other jurisdictions. Each party represents that it is not on any U.S. government denied-party list. You will not permit any User to access or use the Developer Services 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.

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

14.4. Third-Party Infrastructure. You acknowledge and agree that the infrastructure used to host the Developer Services and/or Your Data may be provided by a third-party hosting provider, such as, for example, Amazon Web Services, Inc.

14.5. Relationship of the Parties. The parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties. Each party will be solely responsible for payment of all compensation owed to its employees, as well as all employment-related taxes.

14.6. No Third-Party Beneficiaries. There are no third-party beneficiaries to this Agreement.

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

14.8. 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.

14.9. Assignment. Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of the other party (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. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties, their respective successors and permitted assigns.

14.10 Entities Enrolled in the ISV Partner Program. If you are enrolled in the ISV Partner Program and are in compliance with the terms of the Salesforce Partner Program Agreement and the ISV Partner Program Policies, then the following terms apply:

- a. If you do not have a Distribution Agreement (as defined in the ISV Partner Program Policies), SFDC will provide 30 days notice prior to suspending or terminating Your access to the Developer Services for convenience as set forth in Section 10.3.
- b. If You have a Distribution Agreement, Salesforce will not suspend or terminate Your access to the Developer Services for convenience as set forth in Section 10.3, provided that you are also in compliance with the terms of the Distribution Agreement.

14.11. Entire Agreement and Order of Precedence.

In addition to this Agreement, Your access to Developer Services may be subject to the [Salesforce API Terms of Service](#), [SFDC's Salesforce Partner Program Agreement](#), [Salesforce Program Agreement](#), [Acceptable Use and External-Facing Services Policy](#), [Artificial Intelligence Acceptable Use Policy](#), and [Salesforce Trademark and Usage Guidelines](#), as applicable. This Agreement, including all exhibits and addenda hereto and all Order Forms along with the terms referenced above, as applicable, are the entire agreement between SFDC and You regarding your use of the Developer Services and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter.

In the event of any conflict or inconsistency between this Agreement and other agreements, the following order of precedence will apply:

- i. **API License and Restrictions:** Sections 2 (License Grants) and 3 (Developer Restrictions) of the [Salesforce API Terms of Service](#) take precedence over all other agreements with respect to Your access to and use of the SFDC APIs.
- ii. **Developer Services:** The preamble of this Agreement and Sections 2, 3, 5 and 11 of this Agreement govern your use of Developer Services, and (subject to the API License and Restrictions paragraph above) take precedence over all other agreements with respect to Your access to and use of the Developer Services.
- b. **For all other matters:** Except as set forth above, if You have entered into a Salesforce Partner Program Agreement, that **agreement** will take precedence over these Terms in case of a conflict. If You have not entered into such agreement, these Terms govern in their entirety.

14.12. Local Law Requirements: France. If You are domiciled in France, the following provisions shall be applicable:

- (1) Paragraph a. of section 11.5 is replaced by the following:
 - a. Developer Services. We warrant that (i) the Supplemental Developer Services shall perform materially in accordance with the Developer Documentation, and (ii) subject to Section 3.2 (Developer Service Features that Integrate with Third-Party Services), the functionality of the Supplemental Developer Services will not be materially decreased during a subscription term.
- (2) A new section 14.11.1. is added as follows:

14.11.1. PGSSI-S. To the extent You are subject to Article L.1111-8 (or any successor thereto) of the French public health code (Code de la Santé Publique), You 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 14.11.2. is added as follows:
14.11.2 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 14.11.3. is added as follows:
14.11.3 Language. The parties agree that this Agreement and/or any Developer Documentation and other information or policies referenced or attached to this Agreement may be in English.
- (5) A new section 14.11.4. is added as follows:
14.11.4 Independence Towards Third Parties. For the avoidance of doubt, any third parties, including those You contracted with to provide consulting and/or implementation services in relation to the Developer Services, are independent of Us and We shall in no event be responsible for their acts or omissions, including when such acts or omissions impact Your use of the Developer Services.
- (6) In the event of any conflict between any statutory law in France applicable to You, and the terms and conditions of this Agreement, the applicable statutory law shall prevail.

14.13. Local Law Requirements: Germany. If You are domiciled in Germany, Section 9 “Limitation of Liability”, Section 11.5 “Warranties Regarding Supplemental Developer Services”, and Section 11.6.b. “Exclusive Remedy” of this Agreement are replaced with the following sections respectively:

9. LIMITATION OF LIABILITY IF YOU ARE DOMICILED IN GERMANY

9.1. 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.

9.2. 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.

9.3 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 You and Your Affiliates hereunder for the Developer 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 Your and Your Affiliates’ payment obligations under the “Fees and Payment for Supplemental Developer Services” section below.

9.4 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.

11.5 WARRANTIES REGARDING SUPPLEMENTAL DEVELOPER SERVICES IF YOU ARE DOMICILED IN GERMANY

a. Agreed Quality of the Supplemental Developer Services. We warrant that during an applicable subscription term (i) SFDC will not materially decrease the overall security of the Supplemental Developer Services, (ii) the Supplemental Developer Services will perform materially in accordance with the applicable Developer Documentation, and (iii) subject to section 3.3 above, SFDC will not materially decrease the overall functionality of the Supplemental Developer Services.

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

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

d. Defects in Title. Defects in title of the Supplemental Developer Services shall be handled in accordance with the provisions of Clause 11.6 “Indemnification for Supplemental Developer Services”.

e. Exclusions. You shall have no claims under this Clause 11.5 if a Defect was caused by the Supplemental Developer Services not being used by You in accordance with the provisions of this Agreement, the Developer Documentation and the applicable Order Forms.

11.6.b. Liability resulting from Indemnification if You are domiciled in Germany. The above “Limitation of Liability If You Are Domiciled in Germany” section shall apply to any claims resulting from this “Indemnification for Supplemental Developer Services” section.

14.14. Local Law Requirements: Italy. If You are domiciled in Italy, Section 11.3.b. “Invoicing and Payment”, Section 11.3.c. “Overdue Charges,” and Section 14.3 “Anti Corruption” of this Agreement are replaced with the following sections respectively:

11.3.b. Invoicing and Payment.

(i) 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 Us 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. You shall be responsible for providing complete and accurate billing and contact information to Us and shall notify Us of any changes to such information.

(ii) 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, You shall provide to Us at least the following information in writing: Your 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 You of incorrect or insufficient invoicing information preventing (a) Us 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 Us 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. We reserve the right to provide any invoice copy in electronic form via email in addition to the electronic invoicing described herein.

(iii) Split Payment. If subject to the “split payment” regime, We shall be exclusively responsible for payment of any VAT amount due, provided that You shall confirm to Us the applicability of such regime and, if applicable, You shall provide proof of such VAT payment to Us.

11.3.c. Overdue Charges. Subject to the “Payment Disputes” section below, if any invoiced amount is not received by Us by the due date, then without limiting Our 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) We may condition future subscription renewals and Order Forms on payment terms shorter than those specified in the “Invoicing and Payment” section above.

14.3. Anti-Corruption.

a. 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.

b. Code of Conduct and Organization, Management and Control Model. You acknowledge that We have 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 Our Code of Conduct which is available at the following link: https://www.salesforce.com/content/dam/web/en_us/www/documents/legal/sfdc-code-of-conduct.pdf. You also acknowledge and agree that the violation of the principles and the provisions contained in Legislative Decree 231/2001 and in the Code of Conduct by Customer may entitle Us, based on the severity of the violation, to terminate this Agreement for cause as set out in Section 11.7.b. above.

14.15. Local Law Requirements: Spain. If You are domiciled in Spain, in the event of any conflict between any statutory law in Spain applicable to You, and the terms and conditions of this Agreement, the applicable statutory law shall prevail.

14.16. Local Law Requirements: India. If You are domiciled in India, the following shall apply:

(1) Venue and Arbitration.

A. Subject to the “Arbitration” section below, the courts located in Bengaluru, India shall have exclusive jurisdiction over any dispute relating to this Agreement, and each party hereby consents to the exclusive jurisdiction of such courts. Without prejudice to the generality of the foregoing, the courts at Bengaluru, India shall have exclusive jurisdiction on matters arising from, relating to, or in connection with an award made under the “Arbitration” section below.

B. Arbitration. In the event of any dispute, controversy or claim between the parties hereto arising out of or relating to this Agreement, the parties shall first seek to resolve the dispute in good faith through informal discussion. If such dispute, controversy, or claim cannot be resolved informally within a period of 10 (ten) business days from the date on which the dispute arose, the parties agree that it shall be settled by binding arbitration to be held before a panel consisting of 3 (three) arbitrators, where each party shall appoint an arbitrator and such arbitrators shall appoint the third and presiding arbitrator. The arbitration shall be conducted in accordance with provisions of the (Indian) Arbitration and Conciliation Act, 1996, as amended from time to time (“Arbitration Act”). The seat and venue of the arbitration shall be Bengaluru, India. The language of the arbitration shall be English. The Parties agree that any of them may seek interim measures under section 9 of the Arbitration Act, including injunctive relief in relation to the provisions of this Agreement or the Parties' performance of it from courts in Bengaluru, India, without prejudice to any other right the Parties may have under the Arbitration Act and other applicable laws. The arbitration panel's decision shall be final, conclusive and binding on the parties to the arbitration. The Parties shall each pay one-half of the costs and expenses of such arbitration, and each shall separately pay its respective counsel fees and expenses. The prevailing Party may, in the 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.

(2) Section 11.3.b. “Invoicing and Payment” of this Agreement is replaced with the following section:

11.3.b. Invoicing and Payment.

(i) Invoicing and Payment. Unless otherwise stated in the relevant Order Form, fees (i) will be invoiced in advance, and (ii) are due net 30 days from the invoice date. The parties acknowledge that invoices are also to be submitted electronically by SFDC in accordance with the “Electronic Invoicing” section below through the Government of India’s e-invoicing system (“GST Portal”) and any delay due to such submission shall not affect the foregoing payment term. You shall be responsible for providing complete and accurate billing and contact information to Us and shall notify Us of any changes to such information

(ii) Electronic Invoicing. You shall provide to Us at least the following information in writing to facilitate electronic invoicing: Your 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 You of incorrect or insufficient invoicing information preventing Us 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 Us 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. We reserve the right to provide any invoice copy in electronic form via email in addition to the electronic invoicing described herein.

14.17. Local Law Requirements: United Kingdom. If You are domiciled in the United Kingdom, the "Entire Agreement" paragraph of Section 14.11(a) of this Agreement is replaced with the following text. Section 14.11(b) remains unchanged and in full force and effect:

14.11(a) Entire Agreement. In addition to this Agreement, Your access to Developer Services may be subject to the [Salesforce API Terms of Service](#), [SFDC's Salesforce Partner Program Agreement](#), [Salesforce Program Agreement](#), [Acceptable Use and External-Facing Services Policy](#), [Artificial Intelligence Acceptable Use Policy](#), and [Salesforce Trademark and Usage Guidelines](#), as applicable, 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 Your purchase order or in any other order documentation (excluding Order Forms) is void.