

## SALESFORCE.COM PROGRAM AGREEMENT

This Program Agreement (the “Program Agreement”) governs any use of (including any access to):

- AppExchange,
- Communities,
- Group Leaders,
- Salesforce VIP Programs,
- Trailhead,
- Events,
- Help and Training Portal,
- Networking Portals,
- Salesforce Developers Program, (as these terms are defined below),
- any Salesforce website that links to this Program Agreement, and
- any other Salesforce products and services (including events hosted or organized by Salesforce) governed by any Program Terms below

(each, together with any Salesforce services, information, data, content and other materials available in such product or service, any corresponding Salesforce website, and any successor product(s) or service(s), whether made available through such website or through any other channel, a “Program”).

BY (1) CLICKING A BOX INDICATING ACCEPTANCE, (2) ACCESSING, DOWNLOADING OR USING A PROGRAM, OR (3) OTHERWISE INDICATING YOUR ACCEPTANCE OF THIS PROGRAM AGREEMENT, YOU AGREE TO THE TERMS OF THIS PROGRAM AGREEMENT AND ANY APPLICABLE PROGRAM TERMS, AS DEFINED BELOW (COLLECTIVELY, THE “AGREEMENT”). YOU HEREBY AFFIRM THAT YOU ARE OF LEGAL AGE TO ENTER INTO THE AGREEMENT. IF THE INDIVIDUAL ACCEPTING THIS AGREEMENT IS ACCEPTING THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, SUCH INDIVIDUAL REPRESENTS THAT THEY HAVE THE AUTHORITY TO BIND SUCH ENTITY AND ITS AFFILIATES (AS DEFINED BELOW) TO THESE TERMS AND CONDITIONS, IN WHICH CASE THE TERMS “YOU” AND “YOUR” SHALL REFER TO SUCH ENTITY AND ITS AFFILIATES (AS DEFINED BELOW). IF THE INDIVIDUAL ACCEPTING THIS AGREEMENT DOES NOT HAVE SUCH AUTHORITY, OR DOES NOT AGREE WITH THESE TERMS AND CONDITIONS, SUCH INDIVIDUAL MUST NOT ACCEPT THIS AGREEMENT AND MAY NOT USE ANY PROGRAM.

This Agreement is effective between you and the Salesforce Party (as defined below), as of the date of your accepting this Agreement.

“Salesforce Party” means the company described in Section 16 (“Who You Are Contracting With; Notices; Governing Law and Jurisdiction”) below.

“Affiliate” means any entity that directly or indirectly Controls, is Controlled by, or is under common Control with the subject entity.

“Control” means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.

“Salesforce” means the Salesforce Party and its Affiliates.

Additional terms may apply with respect to particular Salesforce products and services (as updated by Salesforce from time to time, the “Program Terms”). Program Terms are available below, or on or through the applicable Program. In the event of any conflict or inconsistency between the Program Agreement and any Program Terms, the Program Terms will control to the extent of such conflict or inconsistency, solely with respect to the applicable Program.

Notwithstanding the foregoing, if at any time a Program or any portion thereof is subject to a separate agreement between you and Salesforce, then your use of such Program or such portion thereof is governed by that separate agreement during that time, and not by this Program Agreement.

Please note that certain Programs may be subject to certain eligibility requirements and other conditions, such as registration requirements, Salesforce approval of order forms, and payment of applicable fees. Any rights that you may have under the Agreement with respect to such Programs are subject to your fulfillment of such requirements and conditions. You must not access, download or use any Program unless you have accepted the terms of the Agreement and fulfilled all applicable eligibility requirements and conditions.

THE AGREEMENT CONTAINS A MANDATORY ARBITRATION PROVISION THAT, AS FURTHER SET FORTH IN SECTION 16.4 BELOW, REQUIRES THE USE OF ARBITRATION ON AN INDIVIDUAL BASIS IN CERTAIN CIRCUMSTANCES TO RESOLVE DISPUTES, RATHER THAN JURY TRIALS OR ANY OTHER COURT PROCEEDINGS, OR CLASS ACTIONS OF ANY KIND.

## **1. Changes to this Agreement**

Salesforce may change this Program Agreement and any Program Terms by posting a revised version at <https://trailblazer.me/terms?> or any other applicable Salesforce website and such updates will be effective upon posting.

Your use of any Program following any changes to this Program Agreement or any applicable Program Terms will constitute your acceptance of those changes to this Program Agreement and the Program Terms, as applicable. Salesforce may, at any time and without liability, modify or discontinue all or part of any Program, charge, modify or waive any fees required to use any Program. Any use of a Program is at your own risk, and you must comply with all applicable laws, rules and regulations in doing so.

## **2. Information Submitted to or through the Programs**

Your submission of information, including Registration Information (as defined below), to or through any Program is governed by the Salesforce Privacy Statement, as updated by Salesforce from time to time, currently available at [https://www.salesforce.com/company/privacy/full\\_privacy/](https://www.salesforce.com/company/privacy/full_privacy/) (the “Privacy Statement”), unless you have been presented with a different privacy statement by Salesforce at the time of registration, to the extent such information is considered Personal Data (as defined in the Privacy Statement or in the different privacy statement presented by Salesforce at the time of registration). Salesforce may amend or replace the privacy statement presented at the time of registration without further notice. You may check regularly for updates and, if the privacy statement presented at the time of registration is no longer available, this [Privacy Statement](#) governs. In addition, any information you submit to or through any Program, including Registration Information, may be collected in, transferred to and stored in the U.S. and/or other countries where Salesforce or its service providers operate. The countries where Salesforce or its service providers operate are available via an email request sent to [privacy@salesforce.com](mailto:privacy@salesforce.com) or to the email address provided in the privacy statement presented at the time of registration. You represent and warrant that you will be responsible for the accuracy, completeness, quality and legality of any information you provide in connection with any Program, including Registration Information, the means by which you acquired such information, and your use of such information in connection with any Program.

Your first name, last name, profile picture, location and other information you provide in connection with a Program, including Registration Information, may be publicly displayed, including on any profile page or in connection with your activities. Certain of your information or activities in connection with your use of Programs may be publicly displayed or otherwise viewable by others. Your Salesforce Account and/or the applicable Program may make available functionality enabling you to manage certain of your privacy settings, notifications and other preferences. Unless expressly set forth otherwise, any such privacy settings, notifications and other preferences available through a Program will apply only with respect to that Program, and will not affect your privacy settings, notifications or other preferences with respect to any other Program or any other aspect of your Salesforce Account. Salesforce may use or disclose your information in accordance with the Privacy Statement, including (a) to send you information, notices,

surveys and evaluations related to any Program or to your account(s) with Salesforce, including by phone (even if the phone number provided is on a National or State Do Not Call List), email, text, private messaging functionality, or other means, to the maximum extent permitted under applicable laws; (b) for marketing purposes, including marketing to any corporation, partnership or other entity with which you are associated (an “Organization”), such as reaching out to your Organization about Salesforce products and services and potentially letting your Organization know about your participation in a Program, consistent with applicable laws; (c) for internal business purposes, such as to improve Salesforce products and services by better understanding how users interact with Programs; or (d) to create aggregated, non-personal, which Salesforce may use or disclose for any purpose.

### 3. Rules of Conduct

The prohibited actions and prohibited materials set forth in the Salesforce Acceptable Use and External-Facing Services Policy, as updated by Salesforce from time to time, currently available at <https://www.salesforce.com/company/legal/agreements> (the “AUP”), are also prohibited with respect to the Programs. In addition, in connection with any Program, you will not (and you will not allow your users or any third party to):

- Gain unauthorized access to, the Program or the servers or networks used to make the Program available, including by hacking or defacing any portion of the Program; or violate any requirement, procedure or policy of such servers or networks.
- Interfere with or disrupt the integrity of any information, data, content or other materials available in or through the Program.
- Reproduce, modify, adapt, translate, create derivative works of, sell, rent, lease, loan, timeshare, distribute or otherwise exploit any portion of (or any use of) the Program, except as expressly authorized in the applicable Program Terms or by separate express, written consent from Salesforce.
- Frame or mirror any portion of the Program, or otherwise incorporate any portion of the Program into any product or service, except as expressly authorized in the applicable Program Terms or by separate express, written consent from Salesforce.
- Systematically download and store any information, data, content or other materials available in or through the Program, except as required in order to use the applicable Program or as expressly authorized in the applicable Program Terms or by separate express, written consent from Salesforce.
- Use any robot, spider, site search/retrieval application or other manual or automatic device to retrieve, index, “scrape,” “data mine” or otherwise gather any information, data, content or other materials available in or through the Program, or reproduce or circumvent the navigational structure or presentation of the Program, without Salesforce’s express prior written consent.
- Falsely state or imply that you are associated with Salesforce or another person.
- Access or use any Program if you are Salesforce’s direct competitor, or access or use any Program for any competitive purposes, including to build a competitive product or service, or any product or service using similar ideas, features, functions or graphics as any Program, or for purposes of benchmarking or otherwise monitoring the Program’s availability, performance or functionality.
- Use any portion of any Program for any purpose, including duplicating any portion of any Program, using any portion of any Program for your internal business operations, for production purposes or for any commercial purpose (including use in connection with any advertising or other commercial solicitation), or making available to any third party any portion of the Program, except in each case as expressly authorized in the applicable Program Terms or in a separate agreement between you and Salesforce, or by separate express, written consent from Salesforce.

You are responsible for obtaining, maintaining and paying for all hardware and all telecommunications and other products or services needed to use any Program. In addition, please remember that, in connection with a Program, you may be providing information, data, content or other materials to a diverse and international audience. Things that do not seem offensive or otherwise objectionable may seem so to others. You will (and will cause your users and any third party to) treat other users of the Program with courtesy and respect.

## 4. Confidential Information

Salesforce may entrust you with information, data, content or other materials that are not already in the public domain (“Confidential Information”). You will indefinitely maintain the confidentiality of all Confidential Information learned under the Agreement, and will not disclose or otherwise make available to any third party, directly or indirectly, Confidential Information without Salesforce’s prior written approval. You will not share company or financial secrets or discuss rumors or speculation about Salesforce. You must not reverse engineer, disassemble or decompile any software or tangible objects embodying any Confidential Information.

You will use the same degree of care to protect Confidential Information as you use to protect your or your Organization’s confidential information of a similar nature or sensitivity, but no less than reasonable care under the circumstances. You must not use any Confidential Information except for the purpose of fulfilling your obligations under the Agreement, or as otherwise described in the applicable Program Terms. You may disclose Confidential Information only to your employees or contractors who need to know such Confidential Information as part of such authorized use, and who are bound in writing to confidentiality restrictions no less restrictive than those set forth in the Agreement. Any act or omission by any contractor engaged by you, or, for clarity, by any of your employees or other personnel, that would be a breach of the Agreement (including this Section) will be deemed to be a breach of the Agreement by you.

You agree that Salesforce shall be the sole and exclusive owner of all of its Confidential Information and any Derivatives (as defined below) thereof, whether created by Salesforce, you or any third party, and no license or other rights to such Confidential Information or Derivatives are granted or implied under the Agreement. “Derivatives” means (i) for copyrightable or copyrighted material, any translation, abridgment, revision or other form in which an existing work may be recast, transformed or adapted; (ii) for patentable or patented material, any improvement thereon or modification thereof; or (iii) for trade secret material, any new material derived from such trade secret material, including new material that may be protected by copyright, patent and/or trade secret. Upon expiration or termination of the Agreement or the applicable Program Terms (or your rights with respect to the applicable authorized use for such Confidential Information) (or your rights with respect to the applicable Credential Designation, for Learning and Certification Programs), you must return or destroy (at Salesforce’s option) all materials embodying Confidential Information.

You acknowledge that a breach in this provision will result in irreparable and continuing harm for which there will be no adequate remedy at law, and that Salesforce shall be entitled to injunctive relief and/or a decree for specific performance, without the requirement to post any bond, and to such other relief as may be proper (including monetary damages if appropriate).

## 5. Registration; Usernames and Passwords

**5.1. Salesforce Account.** You may need to register to use all or part of a Program. Salesforce may reject, or require that you change, any login credentials or other information that you provide in registering (collectively, the “Registration Information”). Your login credentials are for your personal use only and should be kept confidential. You, and not Salesforce, are responsible for any use or misuse of your login credentials and all activities occurring from any account provisioned by Salesforce (a “Salesforce Account”) that you have. You must use reasonable efforts to maintain the confidentiality of and prevent unauthorized use of, and you must promptly notify Salesforce of any confidentiality breach or unauthorized use of, your login credentials or your Salesforce Account. Salesforce considers any Salesforce Account with the same email address, phone number or other unique identifier, as verified by Salesforce in accordance with its procedures, to belong to the same user. If you have registered to use more than one Program (or if you subsequently register to use additional Programs), Salesforce may automatically and irreversibly merge all of your Salesforce Accounts into one Salesforce Account (including combining your Registration Information, profiles, and other account data), or require you to use consistent Registration Information across all such accounts. When your Salesforce Accounts are merged, the login credentials for any one of your Salesforce Accounts may give you access to the merged account. In addition, if you do not have an existing Salesforce Account and register

for a Program (including to use a Program or to attend a Program, such as Dreamforce), your Registration Information may be automatically used by Salesforce to create a Salesforce Account for you, and Salesforce may require you to use such Salesforce Account for other Programs. Accordingly, cancellation or termination of your Salesforce Account for one Program, or suspension or termination of your use of any one Program, may also result in suspension or termination of your use of any other Program or all Programs.

**5.2. Salesforce Accounts Managed by Others.** If your Salesforce Account is connected to a Salesforce-login user account managed by your employer or a third party, then (a) we may share information related to your Program activity with your employer or third-party account manager, (b) additional terms may apply to your use of any applicable Program, and (c) your administrator may be able to access (including view or modify your profile or Registration Information) or disable your Salesforce Account without Salesforce’s involvement.

## 6. Submissions

You and other users of a Program may have the ability to make certain information, data, content or other materials, including testimonials, reviews, posts, comments and other user-generated content, pictures and documents available through or in connection with the Program (each, a “Submission”), including on profile pages or on the Program’s interactive products or services, such as message boards and other forums, and chatting, commenting and other messaging functionality. Submissions reflect only the opinions of the user who made available the Submission and not the opinions of Salesforce, regardless of whether the user is affiliated with Salesforce, and may contain or constitute Third Party Materials (as defined below). Any Submissions made available through any message board or forum in response to posted questions, or that otherwise purports to answer any questions, including any questions about Salesforce or Programs, are made available for your general knowledge only and should never be relied upon as answers to your specific questions (even if an answer is marked as a “best” answer or with any similar qualifications). You should always contact Salesforce support for answers to your specific questions. Salesforce has no control over Submissions, and is not responsible for any use or misuse (including any distribution) by any third party of Submissions. Submissions are not confidential information and you understand that Salesforce has no control over the extent to which any Submission may be used by a third party once the Submission is posted or displayed. YOU MUST NOT MAKE ANY PERSONAL DATA (INCLUDING YOUR PERSONAL DATA AND PERSONAL DATA OF ANY OTHER PERSON) PUBLICLY AVAILABLE THROUGH ANY PROGRAM (EXCEPT, FOR CLARITY, YOUR PERSONAL DATA THAT YOU MAKE AVAILABLE IN REGISTRATION INFORMATION FIELDS PROVIDED BY SALESFORCE THAT REQUEST SUCH PERSONAL DATA). WITHOUT LIMITING THE FOREGOING, YOU ARE RESPONSIBLE FOR ANY PERSONAL DATA THAT YOU DO MAKE AVAILABLE THROUGH ANY PROGRAM, AND, IF YOU MAKE ANY PERSONAL DATA OR OTHER INFORMATION PUBLICLY AVAILABLE THROUGH ANY PROGRAM, YOU DO SO AT YOUR OWN RISK.

## 7. Licenses

**7.1. Submissions.** Except as otherwise expressly set forth in the applicable Program Terms, you retain ownership of your Submissions, and for each such Submission, you hereby grant to Salesforce, to the maximum extent permitted under applicable law, a worldwide, royalty-free, fully paid-up, non-exclusive, perpetual, irrevocable, transferable and fully sublicensable (through multiple tiers) license, without additional consideration to you or any third party, to reproduce, distribute, perform and display (publicly or otherwise), create derivative works of, adapt, modify and otherwise use, analyze and exploit such Submission, in any format or media now known or hereafter developed, and for any purpose (including marketing or promotional purposes, such as testimonials).

**7.2. Feedback.** If you provide or otherwise make available to Salesforce any suggestions, enhancement requests, recommendations, corrections or other feedback (“Feedback”), whether related to any Program or otherwise, then the terms of the Agreement applicable to Submissions (including Sections 7.1, 7.2, 8 and 14 of this Program Agreement) will also apply to such Feedback, and you hereby acknowledge and agree that such Feedback is not confidential, and that your provision of such Feedback is gratuitous, unsolicited and without restriction, and does not place Salesforce under any fiduciary or other obligation.

**7.3. Necessary Rights; Waiver.** You represent and warrant that you have all rights necessary to grant the licenses granted in the Agreement, including in this Section 7, and that your Submissions, and your provision of any Submission in connection with any Program, are complete and accurate, and are not fraudulent, tortious or otherwise in violation of any applicable law or any right of any third party. To the maximum extent permitted under applicable law, you further irrevocably waive any “moral rights” or other rights with respect to attribution of authorship or integrity of materials regarding each Submission that you may have under any applicable law under any legal theory.

## 8. Content and Usage Data

Salesforce may monitor, evaluate, alter or remove Submissions, including to comply with any of the terms of the Digital Millennium Copyright Act, the European Union E-Commerce Directive 2000/30/EC and other laws dealing with the removal of or limiting access to content. In addition, to the extent permitted by applicable laws, Salesforce may track or analyze your access to or use of any Program, and may use and disclose to anyone (including to third parties, such as an administrator of an Organization if your Salesforce Account is assigned to you by an Organization) information regarding your access to and use of any Program, and the circumstances surrounding such access and use, for any reason or purpose (including for diagnostic or marketing purposes), except to the extent set forth otherwise in the Privacy Statement.

## 9. Proprietary Rights

**9.1. Programs.** Subject to the limited rights expressly granted hereunder, Salesforce, 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 you hereunder other than as expressly set forth herein.

**9.2. Trademarks.** You may not use any trade name, trademark, service mark or logo (including but not limited to SALESFORCE, SALESFORCE.COM, the Salesforce logo, any Salesforce character logos such as Astro or Codey, FORCE, DREAMFORCE, LIGHTNING, TRAILHEAD, the “No Software” logo, APPEXCHANGE, APEX, and CHATTER) of Salesforce in any manner without Salesforce’s express prior written permission, and any such permitted uses will be subject to the Salesforce Trademark and Copyright Usage Guidelines, as updated by Salesforce from time to time, currently available at [https://www.salesforce.com/content/dam/web/en\\_us/www/documents/legal/Terms%20of%20Service/salesforce-trademark-usage-guidelines.pdf](https://www.salesforce.com/content/dam/web/en_us/www/documents/legal/Terms%20of%20Service/salesforce-trademark-usage-guidelines.pdf) (the “Trademark and Copyright Usage Guidelines”) and any other trademarks and copyright usage guidelines provided to You by Salesforce. All trade names, trademarks, service marks and logos in or available through any Program that are not owned by Salesforce are the property of their respective owners. Nothing in the Agreement and nothing in or available through any Program should be construed as granting any right to use any trade name, trademark, service mark or logo without the express prior written consent of its owner. You will not bid on or purchase any keyword that is Salesforce’s trademark, service mark or logo in any keyword advertising service (such as Google AdWords) except with Salesforce’s prior written consent.

## 10. Third Party Materials; Links

Certain Program functionality may make available access to products, services, information, data, content and other materials made available by or on behalf of third parties, including Submissions (“Third Party Materials”), or allow for the routing or transmission of Third Party Materials, including via links. By using such functionality, you are directing Salesforce to access, route and transmit to you the applicable Third Party Materials. In addition, your installation and other use of Third Party Materials may result in transmission of your information, data, content or other materials outside of Salesforce’s systems, or otherwise result in third-party access to or use of your information, data, content or other materials. Salesforce neither controls nor endorses, nor is Salesforce responsible for, any Third Party Materials, including their accuracy, validity, timeliness, completeness, reliability, integrity, quality, legality, usefulness or safety, or any applicable intellectual property rights. Certain Third Party Materials may, among other things, be inaccurate, misleading or deceptive. Nothing in the Agreement will be deemed to be a representation or warranty by Salesforce with respect to any Third Party Materials. Salesforce has no obligation to monitor Third Party

Materials, and it may block or disable access to any Third Party Materials (in whole or part) through any Program at any time. In addition, the availability of any Third Party Materials through a Program does not imply Salesforce's endorsement of, or affiliation with, any provider of such Third Party Materials, nor does it create any legal relationship between you and any such provider.

YOUR USE OF THIRD PARTY MATERIALS IS AT YOUR OWN RISK AND IS SUBJECT TO ANY ADDITIONAL TERMS, CONDITIONS AND POLICIES APPLICABLE TO SUCH THIRD PARTY MATERIALS (SUCH AS TERMS OF SERVICE OR PRIVACY POLICIES OF THE PROVIDERS OF SUCH THIRD PARTY MATERIALS).

## **11. Promotions**

Any sweepstakes, contests, raffles, surveys, games or similar promotions (collectively, "Promotions") available in or through a Program may be governed by rules that are separate from the Agreement. If you participate in any Promotions, please review the applicable rules as well as the Privacy Statement. To the extent of any conflict or inconsistency between the Agreement and any Promotion rules, the Promotion rules will control.

## **12. DISCLAIMER OF WARRANTIES AND CONDITIONS**

SALESFORCE MAKES NO REPRESENTATIONS, WARRANTIES OR CONDITIONS OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND SALESFORCE SPECIFICALLY DISCLAIMS ALL REPRESENTATIONS, WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED OR OTHERWISE, INCLUDING ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW. THE PROGRAMS AND THIRD PARTY MATERIALS ARE MADE AVAILABLE TO YOU ON AN "AS IS," "WHERE IS" AND "WHERE AVAILABLE" BASIS, EXCLUSIVE OF ANY WARRANTY WHATSOEVER. SALESFORCE DISCLAIMS ALL LIABILITY AND INDEMNIFICATION OBLIGATIONS FOR ANY HARM OR DAMAGE CAUSED BY ANY THIRD-PARTY HOSTING PROVIDERS. ALL DISCLAIMERS OF ANY KIND (INCLUDING IN THIS SECTION AND ELSEWHERE IN THE AGREEMENT) ARE MADE FOR THE BENEFIT OF SALESFORCE, AND ITS AND THEIR RESPECTIVE SHAREHOLDERS, DIRECTORS, OFFICERS, EMPLOYEES, AFFILIATES, AGENTS, REPRESENTATIVES, LICENSORS, SUPPLIERS AND SERVICE PROVIDERS (COLLECTIVELY, TOGETHER WITH SALESFORCE, AND ITS AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, THE "SALESFORCE AFFILIATED PARTIES").

While Salesforce tries to maintain the timeliness, integrity and security of the Programs, it does not guarantee that any Program is or will remain updated, complete, correct or secure, or that access to any Programs will be uninterrupted. The Programs may include inaccuracies, errors and materials that violate or conflict with the Agreement. Third parties may also make unauthorized alterations to the Programs.

## **13. LIMITATION OF LIABILITY**

EXCEPT AS OTHERWISE SET FORTH IN THE APPLICABLE PROGRAM TERMS, IN NO EVENT WILL THE MAXIMUM AGGREGATE LIABILITY OF ALL SALESFORCE AFFILIATED PARTIES, ARISING OUT OF OR RELATED TO THE AGREEMENT OR THE PROGRAMS, EXCEED TEN U.S. DOLLARS (\$10.00). THE FOREGOING LIMITATION WILL APPLY WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY. IN NO EVENT WILL ANY SALESFORCE AFFILIATED PARTY HAVE ANY LIABILITY ARISING OUT OF OR RELATED TO THE 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 ANY SALESFORCE AFFILIATED PARTY HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF ANY REMEDY OTHERWISE FAILS OF ITS ESSENTIAL PURPOSE. THE FOREGOING DISCLAIMER WILL NOT APPLY TO THE EXTENT PROHIBITED BY LAW.

WITHOUT LIMITING THE FOREGOING, TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, (A) NO SALESFORCE AFFILIATED PARTY WILL BE LIABLE FOR DAMAGES OF ANY KIND RESULTING FROM THE OPERATION OR PROVISION OF, OR YOUR USE OF OR INABILITY TO USE, ANY PROGRAM OR ANY THIRD PARTY MATERIALS, INCLUDING FROM ANY VIRUS, WORM, TROJAN HORSE, EASTER EGG, TIME BOMB, SPYWARE OR OTHER SIMILAR COMPUTER CODE,

FILE OR PROGRAM THAT MAY BE TRANSMITTED IN CONNECTION THEREWITH; AND (B) YOUR SOLE AND EXCLUSIVE REMEDY FOR DISSATISFACTION WITH ANY PROGRAM OR ANY THIRD PARTY MATERIALS IS TO STOP USING THE APPLICABLE PROGRAM OR THIRD PARTY MATERIALS.

ALL LIMITATIONS OF LIABILITY OF ANY KIND (INCLUDING IN THIS SECTION AND ELSEWHERE IN THE AGREEMENT) ARE MADE FOR THE BENEFIT OF EACH SALESFORCE AFFILIATED PARTY.

#### **14. Indemnity**

To the maximum extent permitted under applicable law, you will defend each Salesforce Affiliated Party against any claim, demand, suit or proceeding made or brought against any Salesforce Affiliated Party by a third party arising out of or relating to: (a) your use of, or activities in connection with, the Programs (including all Submissions), and/or (b) any violation or alleged violation of the Agreement by you (each, a “Claim Against Salesforce”); and you will indemnify such Salesforce Affiliated Party from any damages, attorney fees and costs finally awarded against such Salesforce Affiliated Party as a result of, or for any amounts paid by such Salesforce Affiliated Party under a settlement approved by you in writing of, a Claim Against Salesforce, provided the applicable Salesforce Affiliated Party (i) promptly gives you written notice of the Claim Against Salesforce, (ii) gives you sole control of the defense and settlement of the Claim Against Salesforce (except that you may not settle any Claim Against Salesforce unless it unconditionally releases each applicable Salesforce Affiliated Party of all liability), and (iii) gives you reasonable assistance, at your expense.

#### **15. Term; Termination**

The Program Agreement and all Program Terms will continue until terminated, except as specified otherwise in the applicable Program Terms. Salesforce may terminate or suspend your use of any Program, any portion of any Program, or all Programs at any time and without prior notice. Immediately upon any such termination or suspension, your right to use the applicable Program(s) or portion of such Program(s) will permanently or temporarily cease (as applicable), and Salesforce may deactivate or delete your login credentials and account, and all associated information, data, content or other materials, without any obligation to provide further access to those materials. If the Salesforce Party terminates your right to use a Program, then the applicable Program Terms will terminate, unless those Program Terms also apply to your use of another Program, in which case those Program Terms will remain in effect solely with respect to the other Program. You may terminate your use of any Program at any time. To request that we delete your Salesforce Account, please contact Salesforce support or follow any applicable instructions available on or through a Program or provided by Salesforce in writing. Please note that deleting your Salesforce Account may not result in the deletion of all information related to your Salesforce Account.

If the Salesforce Party terminates this Program Agreement, then all Program Terms and your rights with respect to all Programs will automatically terminate. Sections 2–3, 5.2 and 6–19 of this Program Agreement will survive its termination, in addition to any provision of the Program Terms that survive, as set forth in the applicable Program Terms.

#### **16. Who You Are Contracting With; Notices; Governing Law and Jurisdiction**

**16.1. General.** The Salesforce Party entering into the Agreement, the address to which you should direct notices under the Agreement, the law that will apply in any dispute or lawsuit arising out of or in connection with the Agreement, and, unless Section 16.4 below applies to you, the courts that have jurisdiction over any such dispute or lawsuit, depend on where you are domiciled. If an order form, invoice or receipt has been issued to you in respect of a Program by a Salesforce Affiliate different from the Salesforce Party, that Salesforce Affiliate shall be considered the Salesforce Party to this Agreement for the purpose of such Program, and agrees to be bound by the terms of this Agreement as if it were an original party hereto. Any version of the Agreement made available to you in any language other than English is for your convenience only, and you acknowledge and agree that the English version of the Agreement currently available at <https://trailblazer.me/terms?lan=en> is the legally binding version of the Agreement. Notwithstanding the foregoing, and you hereby acknowledge and agree that if the English version of the Agreement

is held by a court of competent jurisdiction to be unenforceable, then the applicable translated version of the Agreement (as identified in the table below) will be the legally binding version of the Agreement.

If you are domiciled in:	The Salesforce entity entering into the Agreement is:	Notices to Salesforce should be addressed to:	Governing law is:	Unless Section 16.4 applies, courts with exclusive jurisdiction are:	A translated version of the Agreement in the language specified below is available at:
<b>The United States of America, Mexico or a Country in Central or South America or the Caribbean</b>	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.	N/A
<b>Brazil</b>	Salesforce Tecnologia Ltda.	Av. Jornalista Roberto Marinho, 85, 14º Andar - Cidade Monções, CEP 04576-010 São Paulo - SP	Brazil	São Paulo, SP, Brazil	<a href="https://trailblazer.me/terms?lan=br">https://trailblazer.me/terms?lan=br</a> (Portuguese)
<b>Canada</b>	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	<a href="https://trailblazer.me/terms?lan=fr">https://trailblazer.me/terms?lan=fr</a> (in French)
<b>France</b>	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	<a href="https://trailblazer.me/terms?lan=fr">https://trailblazer.me/terms?lan=fr</a> (in French)
<b>Germany</b>	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	<a href="https://trailblazer.me/terms?lan=de">https://trailblazer.me/terms?lan=de</a> (German)

<b>Italy</b>	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	N/A
<b>Spain</b>	Salesforce Systems Spain, S.L.U., 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	<a href="https://trailblazer.me/terms?lan=es_MX">https://trailblazer.me/terms?lan=es_MX</a> (Spanish)
<b>United Kingdom</b>	Salesforce UK Limited (f/k/a salesforce.com EMEA 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 (f/k/a salesforce.com EMEA Limited), Floor 26 Salesforce Tower, 110 Bishopsgate, London, EC2N 4AY, United Kingdom.	England	London, England	N/A
<b>A Country in Europe, the Middle East or Africa, other than France, Germany, Italy, Spain, and the United Kingdom</b>	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 - 3rd and 4th Floor, 1 Central Park Block G, Central Park, Leopardstown, Dublin 18, Ireland	England	London, England	<a href="https://trailblazer.me/terms?lan=fr">https://trailblazer.me/terms?lan=fr</a> (French) <a href="https://trailblazer.me/terms?lan=de">https://trailblazer.me/terms?lan=de</a> (German) <a href="https://trailblazer.me/terms?lan=pt-BR">https://trailblazer.me/terms?lan=pt-BR</a> (Portuguese) <a href="https://trailblazer.me/terms?lan=es-MX">https://trailblazer.me/terms?lan=es-MX</a> (Spanish)
<b>Japan</b>	Kabushiki Kaisha Salesforce.co, a Japan corporation	JP Tower 12F, 2-7-2 Marunouchi, Chiyoda-ku, Tokyo 100-7012, Japan, attn: Senior Director, Japan Sales Operations, with a copy to attn: General Counsel.	Japan	Tokyo, Japan	<a href="https://trailblazer.me/terms?lan=ja">https://trailblazer.me/terms?lan=ja</a> (Japanese)

<b>A Country in Asia or Pacific region, other than Japan, Australia or New Zealand</b>	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	N/A
<b>Australia or New Zealand</b>	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	N/A

**16.2. Notices.** Except as set forth otherwise in the Agreement, all notices to Salesforce that are required or permitted under the Agreement will be in writing to the applicable address in Section 16.1 above, and will be effective upon: (a) personal delivery; or (b) the second business day after mailing, (c) except for notices of termination or an indemnifiable claim (“Legal Notices”), which will be effective only when delivered in accordance with subsection (a) or (b) and clearly identified as Legal Notices. Notices to you may be made by any reasonable means, including by posting within the applicable Program or to any website for the applicable Program, or by email or regular mail.

**16.3. Governing Law and Jurisdiction.** Except as provided in Section 16.5 below, each party agrees that the Agreement will be governed by the applicable governing law set forth in Section 16.1 above, without regard to choice or conflicts of law rules, or the United Nations Convention on the International Sale of Goods and each party also agrees to the exclusive jurisdiction of the applicable courts set forth in Section 16.1 above, submits to the personal jurisdiction of such courts, and waives any defense based on venue or inconvenient forum

**16.4. ARBITRATION. IF YOU ARE DOMICILED IN THE U.S. AND ARE NOT SUBJECT TO ANY OTHER DISPUTE RESOLUTION PROVISION IN ANY MASTER SUBSCRIPTION AGREEMENT, OTHER THAN A DEVELOPER MASTER SUBSCRIPTION AGREEMENT, BETWEEN YOU AND SALESFORCE, THEN, ALL DISPUTES ARISING OUT OF OR RELATED TO THE AGREEMENT OR ANY ASPECT OF THE RELATIONSHIP BETWEEN YOU AND A SALESFORCE AFFILIATED PARTY, WHETHER BASED IN CONTRACT, TORT, STATUTE, FRAUD, MISREPRESENTATION OR ANY OTHER LEGAL THEORY, WILL BE RESOLVED THROUGH FINAL AND BINDING ARBITRATION BEFORE A NEUTRAL ARBITRATOR INSTEAD OF IN A COURT BY A JUDGE, EXCEPT THAT EACH PARTY RETAINS THE RIGHT TO BRING AN INDIVIDUAL ACTION IN SMALL CLAIMS COURT. SUCH DISPUTES INCLUDE, WITHOUT LIMITATION, DISPUTES ARISING OUT OF OR RELATING TO INTERPRETATION OR APPLICATION OF THIS ARBITRATION PROVISION, INCLUDING THE ENFORCEABILITY, REVOCABILITY OR VALIDITY OF THE ARBITRATION PROVISION OR ANY PORTION OF THE ARBITRATION PROVISION. ALL SUCH MATTERS SHALL BE DECIDED BY AN ARBITRATOR AND NOT BY A COURT OR JUDGE. NOTWITHSTANDING ANYTHING IN THIS SECTION 16.4, EITHER PARTY MAY IMMEDIATELY BRING A PROCEEDING (SOLELY ON AN INDIVIDUAL BASIS, AND NOT ON A CLASS BASIS) SEEKING PRELIMINARY INJUNCTIVE RELIEF OR A TEMPORARY RESTRAINING ORDER IN A COURT HAVING JURISDICTION THEREOF WHICH SHALL REMAIN IN EFFECT SUBJECT TO THE RULES, PROCEDURES AND STATUTES APPLICABLE TO SUCH RELIEF UNTIL (A) AN ORDER IS ENTERED BY A COURT OF COMPETENT JURISDICTION ENFORCING A FINAL AWARD MADE IN ARBITRATION OF THE**

## **APPLICABLE CLAIM, OR (B) AN APPELLATE COURT VACATES, STAYS OR OVERRULES SUCH RELIEF.**

YOU AGREE THAT ANY ARBITRATION UNDER THE AGREEMENT WILL TAKE PLACE ON AN INDIVIDUAL BASIS; CLASS ARBITRATIONS AND CLASS ACTIONS ARE NOT PERMITTED AND YOU ARE AGREEING TO GIVE UP THE ABILITY TO PARTICIPATE IN A CLASS ACTION.

The arbitration will be administered by the American Arbitration Association under its Consumer Arbitration Rules, as amended by the Agreement. The Consumer Arbitration Rules are available online at <https://www.adr.org/consumer>. The arbitrator will conduct hearings, if any, by teleconference or videoconference, rather than by personal appearances, unless the arbitrator determines upon request by you or by us that an in-person hearing is appropriate. Any in-person appearances will be held at a location which is reasonably convenient to both parties with due consideration of their ability to travel and other pertinent circumstances. If the parties are unable to agree on a location, such determination should be made by the AAA or by the arbitrator. The arbitrator's decision will follow the terms of the Agreement and will be final and binding. The arbitrator will have authority to award temporary, interim or permanent injunctive relief or relief providing for specific performance of the Agreement, but only to the extent necessary to provide relief warranted by the individual claim before the arbitrator. The award rendered by the arbitrator may be confirmed and enforced in any court having jurisdiction thereof. Notwithstanding any of the foregoing: (1) nothing in the Agreement will preclude you from bringing issues to the attention of federal, state or local agencies and, if the law allows, they can seek relief against us for you, and (2) any party may seek injunctive relief in any court of competent jurisdiction.

**16.5. If You Reside in the EU.** If you are resident in the European Union and acting as a consumer within the scope of Regulation (EC) No. 593/2008, the foregoing choice of governing law provisions will not have the result of depriving you of the protection afforded to you by provisions that cannot be derogated from by agreement by virtue of the laws applicable where you habitually reside.

**16.6. Cooperation.** You will cooperate with Salesforce in regard to any inquiry, dispute or controversy related to this Agreement in which Salesforce may become involved and of which you may have knowledge.

## **17. Copyright Infringement Claims**

It is Salesforce's policy (a) to respond expeditiously to notifications of claimed copyright and trademark infringement by, where appropriate, removing, or disabling access to, any material that is claimed to be infringing or to be the subject of infringing activity and, (b) in appropriate circumstances, to exclude from Programs those users whom Salesforce suspects to be repeatedly or blatantly infringing copyrights. If you believe any material available on or through any Program (including any applicable website for a Program) infringes your copyrights, you may request removal of the material from the Program (or request that Salesforce disable access to that material) by following the instructions available at <https://www.salesforce.com/company/legal/intellectual/>.

If you would like to use any Salesforce materials available on or through any Program, please refer to instructions for seeking permission by reviewing the Trademark and Copyright Usage Guidelines and the Permission to Use Trademark and/or Copyrighted Work Form, currently available at [https://www.salesforce.com/content/dam/web/en\\_us/www/documents/legal/Terms%20of%20Service/salesforce-permission-to-use-copyrighted-work.pdf](https://www.salesforce.com/content/dam/web/en_us/www/documents/legal/Terms%20of%20Service/salesforce-permission-to-use-copyrighted-work.pdf).

## **18. Export Controls**

You are responsible for complying with U.S. export controls and economic sanctions, including the Export Administration Regulations (EAR) and the regulations administered by the Treasury Department's Office of Foreign Assets Control (OFAC), any applicable import laws, regulations and requirements of the country of importation, and all other applicable laws, regulations and requirements which may apply to downloads of software. You are responsible for any violation of those laws, regulations and requirements. Salesforce provides no assurances that

requests passing through any Program to you have been screened in any way. For example, we do not provide screening to identify parties that may be subject to EAR or OFAC restrictions, nor do we provide screening to identify destinations that may be subject to embargo or other restrictions. You represent, warrant and covenant that you are not: (a) located in, or a resident or national of, any country subject to a U.S. government embargo or other restriction, or that has been designated by the U.S. government as a “terrorist supporting” country; or (b) on any U.S. government list of restricted end users.

## **19. Miscellaneous**

You and the Salesforce Party are independent contractors. The Agreement does not create any partnership, franchise, joint venture, agency, fiduciary or employment relationship between you and Salesforce. You will not represent that you have any authority to assume or create any obligation, express or implied, on behalf of any Salesforce Affiliated Party, or represent any Salesforce Affiliated Party as an agent, employee, franchisee, or in any other capacity. You will not make any proposals, promises, warranties, guarantees or representations on behalf of any Salesforce Affiliated Party or in any Salesforce Affiliated Party’s name. If any provision of the 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 the Agreement will remain in effect. You may not assign any of your rights or obligations under the Agreement, whether by operation of law or otherwise. Salesforce may assign, transfer or sublicense any or all of its rights or obligations under the Agreement without restriction. Neither party’s waiver of any breach under the Agreement will be considered a waiver of any earlier or later breach. No failure or delay by either party in exercising any right under the Agreement will constitute a waiver of that right. Titles and headings of sections of the Agreement are for convenience only and will not affect the construction of any provision of the Agreement. The term “including” and its variations will be interpreted as if followed by the phrase “without limitation.” The Agreement, including any terms incorporated in the Agreement, is the entire agreement between you and the Salesforce Party relating to its subject matter, and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, relating to that subject matter between You and Salesforce; except that, nothing in the Agreement will limit either Party’s or their Affiliates’ or Salesforce Affiliated Parties’ rights or obligations to the other Party or their Affiliates or Salesforce Affiliated Parties under any other agreement between them. Salesforce will not be responsible for any failure to fulfill any obligation due to any cause beyond its control. Each Salesforce Affiliated Party is an express third-party beneficiary under the Agreement; there are no other third-party beneficiaries under the Agreement. The Programs are not intended for use by, and must not be used by, anyone who is not at least eighteen (18) years of age, or anyone who has not reached the age of legal majority in his or her applicable jurisdiction. Please note that parental control protections are commercially available that may assist in limiting access to material that is harmful to minors. Current providers of these protections are listed at [https://en.wikipedia.org/wiki/Comparison\\_of\\_content-control\\_software\\_and\\_providers](https://en.wikipedia.org/wiki/Comparison_of_content-control_software_and_providers); Salesforce does not endorse any of the listed products or services.

## **LIST OF PROGRAM TERMS**

- [PROGRAM TERMS FOR APPEXCHANGE](#)
- [PROGRAM TERMS FOR COMMUNITIES](#)
- [PROGRAM TERMS FOR GROUP LEADERS](#)
- [PROGRAM TERMS FOR SALESFORCE VIP PROGRAMS](#)
- [PROGRAM TERMS FOR TRAILHEAD](#)
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- [PROGRAM TERMS FOR NETWORKING PORTALS](#)
- [PROGRAM TERMS FOR THE SALESFORCE DEVELOPERS PROGRAM](#)

## PROGRAM TERMS FOR APPEXCHANGE

These Program Terms for AppExchange (“Program Terms”) apply to the use of (including any access to) the AppExchange site, currently located at [appexchange.salesforce.com](https://appexchange.salesforce.com) (together with any Salesforce information, data, content and other materials, products and services available through such site, and any successor site(s), “AppExchange”).

These Program Terms are incorporated by reference into the Program Agreement, and form part of the Agreement between you and the Salesforce Party. Salesforce may also update these Program Terms from time to time, as described in the Program Agreement. Capitalized terms used but not defined in these Program Terms have the meanings given in the Program Agreement. You may not, and you must not, use AppExchange unless you accept the Agreement.

### 1. Installation and Use of Apps

AppExchange is an online directory and marketplace of web-based, on-demand applications, downloadable software applications, software (each, an “App”) that interoperates with Salesforce products and services, and more, as further described on AppExchange. For clarity, Apps available on or through AppExchange may be subject to other terms, including any terms that are presented during the test drive or installation process (the “App Terms”).

If the listed provider of an App is Salesforce, then the App is provided by Salesforce, and you may contact Salesforce with any questions regarding such App or the App Terms for such App. You agree to comply with the App Terms for each Salesforce App that you use, and the Salesforce App Terms will control (solely with respect to the applicable App) to the extent of any conflict or inconsistency between those App Terms and the Agreement.

If the listed provider of an App is any third party or Salesforce Labs, then the App is considered Third Party Materials, and any support for such App is solely as set forth in any applicable App Terms. You agree to comply with the App Terms for each third-party App that you use, except that this Agreement will control to the extent of any conflict or inconsistency between those App Terms and the Agreement.

### 2. Rules of Conduct; Remedial Actions

AppExchange may enable you to post comments or reviews, including in regard to Apps or reviews posted by others. Such reviews and comments will be posted under your name, as submitted to Salesforce. If you do not want your name to appear in connection with a review or comment on AppExchange, do not post any such reviews or comments. For clarity, any such review or comment is considered a Submission.

Reviews and comments regarding Apps should be useful to users in evaluating whether or not to use, download, or otherwise access an App or information about such App. Please post only reviews that may be useful and helpful to others. Without limiting the AUP or the Rules of Conduct contained in the Program Agreement, you must comply with the following rules in connection with AppExchange:

- You may post only one review per App, unless a later review by you reflects a good-faith rating change based on further evaluation of the App.
- If you post a review or comment on any App with which you are affiliated (e.g., an App that you or your employer or any related entity developed or owns), you must disclose such affiliation.
- If you post a review or comment on any App provided by any of your competitors, you must disclose the fact that the App is provided by your competitor.

- Reviews and comments that you post must not contain (a) any information or discussion regarding the employees, business or stock of Salesforce or any other company; or (b) any information or discussion regarding products or services, or any links to any third-party sites, products or services, or any other material, that is not substantially related to the relevant App.
- Any review or comment you post must be accurate and truthful and reflect your honest experience with the relevant App.

### **3. Publishing Listings on AppExchange**

AppExchange may enable you to publish certain listings (which may include listings of Apps) on AppExchange. In order to do so, you must first be approved by Salesforce to participate in the Salesforce Partner Program and have agreed to the [Salesforce Partner Program Agreement](#), including the applicable [Salesforce Partner Program Policies](#). Any such publication is subject to the terms set forth in the Salesforce Partner Program Agreement, including Addendum A—AppExchange Addendum. For clarity, these Program Terms do not authorize you to publish any listings (including any listings of Apps) with Salesforce, including on AppExchange.

### **4. Payments**

Salesforce may make available the ability to purchase or otherwise obtain certain Apps through AppExchange. If you wish to make a payment transaction, you may be asked to supply certain relevant information, such as your credit card number and its expiration date, your billing address and your shipping information. You represent and warrant that you have the right to use any credit card for which you provide any credit card information in connection with a payment transaction. By submitting such information, you grant to Salesforce the right to provide such information to third parties for purposes of facilitating payment transactions. Verification of information may be required prior to the acknowledgment or completion of any payment transaction. You will pay all charges incurred by you or on your behalf through AppExchange, at the prices in effect when such charges are incurred, including all shipping and handling charges. In addition, you are responsible for any taxes applicable to your payment transactions.

Salesforce reserves the right, including without prior notice, to discontinue making available, or to refuse to provide any user with, any Apps or other products or services available on or through AppExchange; to impose conditions on the honoring of any coupon, discount or similar promotion; and to bar any user from making any payment transaction. Any refunds will be subject to Salesforce's applicable refund policies. While it is our practice to confirm orders by email, the receipt of an email order confirmation does not constitute our acceptance of an order or our confirmation of an offer to sell a product or service.

### **5. Proprietary Rights**

Subject to the terms of the Agreement, the Salesforce Party hereby grants to you a non-exclusive, non-transferable, limited and personal right (without the right to authorize any third party) to use AppExchange, as made available by Salesforce to you, solely in accordance with any applicable documentation.

For clarity, no rights are granted under the Agreement (including these Program Terms) with respect to any Apps (including Salesforce Apps) or any Third Party Material.

### **6. Analytics**

Without limiting Salesforce's rights under the Program Agreement, if you access (including download) or use an App, data or other information about your access to or use of such App may be collected by Salesforce and shared with the provider of that App, including to enable such App provider to monitor usage of, enforce usage limitations of, and improve and tailor such App. Such data or other information may include aggregated usage information about such App provider's App(s), such as the number of visits to a particular App product page or the number of started but incomplete installations for a particular App.

In addition, Salesforce may use a third party, such as Coveo, Inc. or another service provider (the “Recommendation Provider”), to power AppExchange’s search and recommendation functionalities. Your search criteria, as well as data about your access or use of AppExchange, including which Apps you have accessed or used (including downloaded), may be sent to the Recommendation Provider to return search results based on your search criteria, surface relevant recommendations to you, and improve the Recommendation Provider’s search and recommendation functionalities for AppExchange. Salesforce is not responsible for, and makes no representations or warranties regarding, any search results or recommendations available on or through AppExchange, whether generated by AppExchange’s search and recommendation functionality or otherwise. The availability of any such results or recommendations does not imply Salesforce’s endorsement of, or affiliation with, any third-party providers of products or services in connection with any such results or recommendations (including any recommended Apps). YOUR USE OF APPEXCHANGE’S SEARCH AND RECOMMENDATION FUNCTIONALITY, INCLUDING ACCESS TO OR USE OF ANY RECOMMENDED APP, IS AT YOUR OWN RISK.

## **7. DISCLAIMER OF WARRANTIES**

FOR CLARITY, TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW, ALL DISCLAIMERS OF WARRANTIES UNDER THE PROGRAM AGREEMENT APPLY TO APPEXCHANGE AND ALL APPS AND OTHER MATERIAL AVAILABLE ON OR THROUGH APPEXCHANGE, REGARDLESS OF WHETHER DESIGNATED AS “CERTIFIED” OR ANY SIMILAR DESIGNATION.

## **8. Survival**

Sections 2, 4 (with respect to fees and other charges incurred by you prior to the expiration or termination of the Agreement), 6, 7 and 8 of these Program Terms will survive termination of the Program Agreement or these Program Terms.

## PROGRAM TERMS FOR COMMUNITIES

These Program Terms for Communities (“Program Terms”) apply to the use of (including any access to, and any participation in any meetings listed or organized on): (a) the Partner Community site currently located at partners.salesforce.com (together with any Salesforce information, data, content and other materials, products and services available through such site, and any successor site(s), “Partner Community”), (b) the Partner Navigator site currently located at partnernavigator.salesforce.com (together with any Salesforce information, data, content and other materials, products and services available through such site, and any successor site(s), “Partner Navigator”), and c) any other Salesforce community site that links to the Program Agreement or these Program Terms (each, together with any Salesforce information, data, content and other materials, products and services available through such site, and any successor site(s), a “Community Site”)., Partner Community, Partner Navigator, and any Community Site, are referred to individually as a “Community” and collectively as “Communities”.

These Program Terms are incorporated by reference into the Program Agreement, and form part of the Agreement between you and the Salesforce Party. Salesforce may also update these Program Terms from time to time, as described in the Program Agreement. Capitalized terms used but not defined in these Program Terms have the meanings given in the Program Agreement. You may not, and you must not, use any Community unless you accept the Agreement.

### 1. YOUR COMMUNITY ACCOUNT

If you register for a Community account, please note that certain of your information may be publicly displayed or otherwise viewable by others (e.g., administrators or others within an Organization) by default, including Registration Information. In addition, certain information related to your use of a Community, such as information about your learning progress and the number and types of badges you have earned, may be publicly displayed or otherwise viewable by others.

Certain parts of Partner Community or Partner Navigator may be used or accessed only through a Partner Community account. You may be required to accept the Salesforce Partner Program Agreement (“SPPA”) in order to register for a Partner Community account. If you have accepted the SPPA and it applies to your activities in connection with Partner Community or Partner Navigator, then, in the event of any irreconcilable conflict between the SPPA, the Program Agreement and these Program Terms, the SPPA will control to the extent of such conflict with respect to such activities. Notwithstanding the foregoing, nothing in the SPPA will limit your obligations to (or limit the rights of) any Salesforce Affiliated Party under the Agreement, or expand your rights (or expand the obligations of any Salesforce Affiliated Party) under the Agreement.

Using your Community account to join certain groups within a Community, you agree to receive communications (including electronic communications) regarding group-related activities. Also, by registering for certain meetings (including Community Group Meetings, as defined below) using your Community account, you agree to receive electronic communication regarding meeting updates and post-meeting matters, which may include survey evaluations and meeting-related materials. Please note, however, that any communication that you receive from third parties, including from the leaders of any group or meeting, are not sent by or on behalf of any Salesforce Affiliated Party, and the Salesforce Affiliated Parties disclaim any responsibility for such communications.

### 2. RULES OF CONDUCT; REMEDIAL ACTIONS

Without limiting the AUP or the Rules of Conduct contained in the Program Agreement, in connection with any Community, you must comply with the Salesforce participation guidelines that are made available on or through the Community, including through a link in the Community, as updated by Salesforce from time to time (the “Participation Guidelines”). During Community meetings (including any Community Group Meeting), you must maintain a friendly,

safe, supportive and harassment-free environment, regardless of gender, age, sexual orientation, gender identity, gender expression, disability, physical appearance, body size, race, ethnicity, religion or other group identity.

Salesforce, and any leader of an applicable Community group or meeting (including any Community Group Meeting), may suspend your membership in the group, terminate your Community account, prohibit your participation in the group or your attendance at the meeting, at any time if you fail to comply with this Section 3 or the AUP or Rules of Conduct, or for any or no reason, without notice or liability of any kind.

### 3. PROPRIETARY RIGHTS

Subject to the terms of the Agreement, Salesforce hereby grants to you a non-exclusive, non-transferable, limited and personal right (without the right to authorize any third party) to use each Community as made available by Salesforce to you, solely in accordance with any applicable documentation.

### 4. PAGES AND FORUMS

**4.1. Contributions.** Salesforce may enable you to contribute content to and edit content in certain communities, forums, libraries or pages of a Community. Any content (or edits of content) that you or other users contribute to such communities, forums, libraries or pages, including in any “Groups” owned by you or another user, and any Ideas as defined below (each of the foregoing, a “Contribution”) will be deemed a Submission. You acknowledge and agree that the Communities are public spaces, that you have no expectation of privacy with respect to your use of such Programs, and that other users, including those that may be affiliated with Salesforce, may use or participate in the Communities, including under anonymous user names. You further acknowledge and agree that any of your Contributions may be seen and used by others.

**4.2. Ideas.** You and other users of a Community may have the ability to make available information, ideas, comments and other materials related to, and feature requests for, Salesforce products and services (collectively, “Ideas”) on or through such Community, including through a page or forum intended for the exchange of ideas or a page identified as an “Ideas” forum. Please note that any Ideas will be considered Feedback. No Idea, nor any other activity or material available on or through any Community, constitutes a promise or undertaking by Salesforce, including a promise or undertaking to develop, incorporate, implement or take any other action regarding any Idea (or to refrain from doing so). Any unreleased product or service (including any related feature) discussed on any Community or elsewhere may not be made available on time or at all, notwithstanding any comments that Salesforce or its representatives may make (e.g., by adding a status to a feature request). You hereby acknowledge and agree that any decision to purchase or use any Salesforce product or service will be based on the then-existing version and features of such product or service, and not on any unreleased or expected version or features. Please note that Salesforce does not waive any rights with respect to any idea that may be similar or related to any of your Ideas, including any idea previously known to or developed by Salesforce, or obtained from sources other than you. Salesforce may elect to develop and market products or services that incorporate, implement or are otherwise related to all or any part of your Idea.

**4.3. Inventions.** You hereby acknowledge and agree that your provision of a Contribution does not make you an inventor or contributing inventor to any invention that may arise during any development of any product or service by or on behalf of Salesforce, including those that incorporate, implement or are otherwise related to all or any part of such Contribution (any such invention, an “Invention”). Without limiting the foregoing, to the extent that you are an inventor or contributing inventor to any Invention, or have any other right, title or interest in or to any Invention, you hereby irrevocably assign and agree to assign to Salesforce all right, title and interest worldwide in and to such Invention (whether currently existing or conceived, created or otherwise developed later), including all intellectual property rights in and to such Invention, effective immediately upon its inception, conception, creation or development. To the extent that any Invention or intellectual property rights in or to any Invention are not assignable, or to the extent that you otherwise retain any right, title or interest in or to any such Invention or intellectual property rights, you: (a) unconditionally and irrevocably waive the enforcement of such rights, and all claims and causes of action of any kind with respect to such rights, against Salesforce and any user of any Salesforce product or service;

(b) agree, at Salesforce's request and expense, to consent to and join in any action to enforce such rights; and (c) hereby grant to Salesforce a worldwide, royalty-free, fully paid-up, exclusive, perpetual, irrevocable, transferable and fully sublicensable (through multiple tiers) license, without additional consideration to you or any third party, to reproduce, distribute, perform and display (publicly or otherwise), create derivative works of, adapt, modify, make, sell, offer to sell, import, use, analyze and exploit (and have others exercise such rights on behalf of Salesforce) all or any portion of such Invention, in any format or media now known or hereafter developed, and for any purpose. You further irrevocably waive any "moral rights" or other rights with respect to attribution of authorship or integrity of materials regarding any Invention that you may have under any applicable law under any legal theory. You hereby waive and quit claim to Salesforce any and all claims that you now have or may hereafter have for infringement, misappropriation or other violation of any Invention or intellectual property rights assigned or licensed under the Agreement to Salesforce.

**4.4. License.** Without limiting Section 4.3, to the extent that you have or obtain any proprietary rights that may be infringed, misappropriated, or otherwise violated by the operation of any Community, you hereby grant to Salesforce a worldwide, royalty-free, fully paid-up, non-exclusive, perpetual, irrevocable, transferable and fully sublicensable (through multiple tiers) license, under such proprietary rights, to operate each Community, as it may be modified, updated or upgraded from time to time.

**4.5. Assistance.** You will cooperate with Salesforce and its designee(s) in applying for, obtaining, perfecting, evidencing, and enforcing Salesforce's intellectual property rights in and to any Invention, including executing such written instruments as may be prepared by Salesforce and doing such other acts as may be reasonably necessary in Salesforce's opinion to obtain a patent, register a copyright, or otherwise enforce Salesforce's rights in and to such Invention (and you hereby irrevocably appoint Salesforce and any of its officers and agents as your attorney-in-fact to act for and on your behalf and instead of you, with the same legal force and effect).

**4.6. Necessary Rights.** Without limiting your representations and warranties in the Program Agreement, you represent and warrant that you own or have the rights (including intellectual property rights) necessary to make available your Contributions, to authorize others to use and distribute such Contributions, and to grant the assignments and licenses with respect to such Contributions and any Inventions granted under the Agreement. To the extent your Organization owns or has any right, title or interest in or to any such Contributions or Inventions, you hereby represent and warrant that you are authorized by such Organization to make available such Contributions and to grant the assignments and licenses with respect to such Contributions and Inventions granted under the Agreement.

**4.7. Monitoring.** Without limiting Section 7 of the Program Agreement, Salesforce may (but has no obligation to) monitor, evaluate, alter or remove Contributions or other Submissions, including those made available on or through any private messaging functionality, including for purposes of promoting the security of the Communities or another Salesforce product or service, and including to remove any spam message.

## 5. COMMUNITY GROUP MEETINGS

**5.1. Unofficial Nature of Meetings.** You may have the opportunity to participate in certain meetings that are (a) listed or organized on a Community, and (b) hosted or organized by third parties that are not agents or employees of Salesforce (any such meeting, conferences, events, a "Community Group Meeting"). You acknowledge that Salesforce is not the creator, organizer or owner of any Community Group Meeting, even if Salesforce employees attend the meeting, Salesforce sponsors the meeting, Salesforce provides meeting-related materials, Salesforce promotes the meeting on a Salesforce website or website paid by Salesforce, or Salesforce hosts the meeting on its property. If you host or organize a Community Group Meeting, you agree to promote it as such, and you must not create any impression that it is created, organized, owned, sponsored or endorsed by Salesforce. For clarity, meetings that are listed or organized on a Community, but hosted or organized by Salesforce, are considered Events subject to the Program Terms for Events.

**5.2. Assumption of Risk.** Your participation in and attendance of any Community meeting or event (including any Community Group Meetings or any related activities) is completely voluntary. You agree to consider the inherent risks in any such meeting or event that you choose to take part in, and take reasonable precautions before you choose

to participate in or attend any such meeting or event. You acknowledge that Salesforce has no control over and does not guarantee the quality, safety, accuracy or legality of any such meeting or event or content associated with or presented at any such meeting or event, and that your participation in any such meeting or event is at your own risk. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, YOU ACCEPT AND ASSUME ALL RISKS OF ANY AND ALL PERSONAL INJURY OR DAMAGE TO YOUR PERSONAL PROPERTY THAT YOU MAY FACE WHILE ATTENDING ANY SUCH MEETING OR EVENT, AND WAIVE ANY CLAIMS AGAINST SALESFORCE RELATING TO SUCH RISKS.

**5.3. Limitation of Liability.** IN NO EVENT WILL SALESFORCE BE LIABLE FOR ANY INDIRECT, SPECIAL, COVER, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO ANY COMMUNITY MEETING OR EVENT (INCLUDING ANY COMMUNITY GROUP MEETING OR RELATED ACTIVITIES, STATEMENTS OR CONDUCT OF COMMUNITY GROUP MEETING LEADERS OR ATTENDEES, ATTENDANCE AND PARTICIPATION IN ANY COMMUNITY GROUP MEETING, AND THE ACTIONS OF YOU OR OTHERS AT ANY COMMUNITY GROUP MEETING), EVEN IF SALESFORCE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF ANY REMEDY OTHERWISE FAILS OF ITS ESSENTIAL PURPOSE. THE FOREGOING DISCLAIMER WILL NOT APPLY TO THE EXTENT PROHIBITED BY LAW.

**5.4. Personal Release.**

Community Group Meeting leaders and attendees, and/or Salesforce (and/or others on behalf of Salesforce), may be photographing, recording (both audio and video), webcasting, podcasting or otherwise transmitting during any or all of any Community meeting or event (including at a Community Group Meeting venue, during a Community Group Meeting session, or during other Community Group activity). Your image, likeness, voice, statements and other identifying characteristics (each, an “Image”) may be captured in photographs, recordings (both audio and video), webcasts, podcasts, or other transmissions of such Community meeting or event (each, a “Recording”).

You hereby grant to Salesforce, with respect to all Recordings (and to each Community Group Meeting leader or attendee with respect to any Recordings captured by such leader or attendee) a worldwide, royalty-free, fully paid-up, non-exclusive, perpetual, transferable and fully sublicensable (through multiple tiers) license, without additional consideration to you or any third party, to reproduce, distribute, perform and display (publicly or otherwise), create derivative works of, adapt, modify and otherwise use, analyze and exploit such Recordings (including your Images therein), in whole or in part, in any format or media now known or hereafter developed, and for any purpose (including for promotional purposes, such as testimonials). The foregoing license also applies to any Recordings you make available to Salesforce or any Community Group Meeting leader or attendee. Salesforce exclusively owns all right, title and interest (including intellectual property rights) in and to the Recordings captured by Salesforce (and/or by others on behalf of Salesforce) (“Salesforce Recordings”), all modifications and derivatives of Salesforce Recordings, and all proceeds derived from Salesforce Recordings or such modifications or derivatives. Salesforce has no obligation to share any such proceeds with you.

You hereby irrevocably waive any right you may have to inspect or approve the use or other exploitation of any Recording or any reproductions thereof, and you agree that Salesforce has no obligation to use any Recording (including any of your Images) or otherwise exercise any of the rights granted to Salesforce with respect to your Images.

Your Images may appear in Recordings made available to the public, and third parties may retain, use or distribute such Recordings. Salesforce has no control over, and is not responsible for, any use or misuse (including any distribution) by any third party of any Recordings.

IN CONNECTION WITH THE USE OR OTHER EXPLOITATION OF RECORDINGS (INCLUDING YOUR IMAGES), YOU HEREBY IRREVOCABLY WAIVE AND RELEASE ANY AND ALL CLAIMS WITH RESPECT TO INTELLECTUAL PROPERTY, RIGHTS OF PUBLICITY, RIGHTS OF PRIVACY, AND ANY OTHER CLAIMS OR DAMAGES WITH RESPECT TO SUCH USE OR OTHER EXPLOITATION. YOU AFFIRM THAT YOU ARE OF LEGAL AGE AND HAVE READ THE FOREGOING RELEASE AND FULLY UNDERSTAND ITS CONTENTS.

IN ADDITION, YOU HEREBY REPRESENT THAT ALL INDIVIDUALS WHOSE IMAGES ARE CAPTURED IN ANY RECORDINGS YOU MAKE AVAILABLE TO SALESFORCE OR TO ANY THIRD PARTY HAVE CONSENTED TO THE INCLUSION OF THEIR

IMAGES IN SUCH RECORDINGS AND HAVE AUTHORIZED YOU TO GRANT ON THEIR BEHALF THE LICENSE, WAIVER AND RELEASE GRANTED BY YOU TO SUCH IMAGES AND RECORDINGS IN THESE PROGRAM TERMS.

## **6. CONFLICT OF INTEREST**

Salesforce expects that everyone who participates in a Community does so with the goal of learning about Salesforce with their peers, building their Salesforce network and finding mentors. You must recognize and avoid potential conflicts of interest in connection with your Community, including due to employment or other projects in which you are involved. You must abstain from any such involvement, and/or delegate any decisions that may be perceived as self-interested. Additionally, you must not share confidential or proprietary information owned by yourself, your current employer or other third parties. If you are an employee of Salesforce, you must not create, host, coordinate or organize any Community Group Meetings, or serve as a Community Group Meeting leader.

## **7. SURVIVAL**

Sections 1, 2, 4, 5, 6 and 7 of these Program Terms will survive termination of the Program Agreement or these Program Terms.

## PROGRAM TERMS FOR SALESFORCE GROUP LEADERS

These Program Terms for Salesforce Group Leaders (“Program Terms”) apply to participation as:

- a group leader within the Salesforce Trailblazer Community Group Meetings, , as defined in the Trailhead Program Terms, (any such group leader, a “Trailblazer Community Group Leader”);
- any group leader of any other Salesforce community group leader program led by a third party and not a Salesforce employee (“Community Group Leader Program”) that links to the Program Agreement or these Program Terms (“Salesforce Group Leader”);

Each Trailblazer Community Group Leader and Salesforce Group Leader is referred to as a “Group Leader.” The Salesforce Trailblazer Community Group Meetings, and any Community Group Leader Program are referred to as a “Community Group.”

These Program Terms are incorporated by reference into the Program Agreement, and form part of the Agreement between you and the Salesforce Party. Salesforce may also update these Program Terms from time to time, as described in the Program Agreement. Salesforce also reserves the right to designate or remove certain programs as Community Group, from time to time and without prior notice. Capitalized terms used but not defined in these Program Terms have the meanings given in the Program Agreement. You must not participate in any Group Leader Program unless you accept the Agreement.

### 1. BENEFITS

Subject to the terms of the Program Agreement and these Program Terms, Salesforce hereby grant to you a non-exclusive, non-transferable, limited and personal right (without the right to authorize any third party) to access and use any Group Leader benefits that Salesforce make available to you for any Community Group of which you are currently a group leader, solely in accordance with any applicable handbook or other terms and conditions made available by Salesforce from time to time (the “Documentation”). You hereby agree to comply with any such Documentation. In the event of any irreconcilable conflict between any such Documentation and these Program Terms, such Documentation will control to the extent of such conflict, solely with respect to your responsibilities as a Group Leader within the applicable Community Group. Group Leader benefits are subject to change from time to time and without prior notice.

### 2. MEETINGS; GROUP LEADER CONTENT

As a Group Leader, you may be expected to organize meetings in connection with your Community Group (“Community Group Meetings”). You are expected to organize Community Group Meetings in accordance with the Program Agreement, these Program Terms and any applicable Documentation. Unless otherwise specified in a signed writing between you and Salesforce, Salesforce has no financial obligations towards your Community Group Meeting. If you host or organize a Community Group Meeting, you agree to promote it as such, and you must not create any impression that it is created, organized, owned, sponsored or endorsed by Salesforce. If you use third-party event platforms in connection with any such Community Group Meeting, you are responsible for complying with all applicable third-party terms and conditions.

IF YOU ENTER INTO ANY THIRD-PARTY SERVICE AGREEMENTS IN CONNECTION WITH YOUR INVOLVEMENT AS A GROUP LEADER, YOU ACKNOWLEDGE THAT SUCH AGREEMENTS ARE STRICTLY BETWEEN YOU AND THE THIRD PARTY. SALESFORCE SHALL HAVE NO RESPONSIBILITY FOR SUCH AGREEMENTS, AND YOU HAVE NO AUTHORITY TO BIND SALESFORCE TO ANY SUCH AGREEMENTS.

Any feedback or suggestions to Salesforce regarding any Community Group, and any information, data, content or other materials that you create in connection with your role as a Group Leader, shall be deemed to be Feedback.

### 3. PERSONAL RELEASE

You may be featured on media channels, websites, and social media posts from Salesforce. You hereby grant to Salesforce a non-exclusive, royalty-free right, but not obligation, to use your name, likeness, voice, biography and quotations (collectively “Attributes”) in Promotional Materials (as defined below), and to use, reproduce, distribute, display, exhibit or otherwise exploit these Promotional Materials, worldwide, in perpetuity, internally or externally, in all media, including at events sponsored by Salesforce, for the purposes of advertising or trade in promoting and publicizing Salesforce and its products and services. “Promotional Materials” means all materials, including audio, visual, online, photography, print and digital, that market, promote or advertise Salesforce, and their products, services and events. Although Salesforce may seek your approval for certain uses, you understand and agree that Salesforce will not be required to obtain your approval for any use of the Promotional Materials containing your Attributes.

You hereby irrevocably waive any right you may have to inspect or approve the use or other exploitation of any Promotional Materials or any reproductions thereof, and you agree that Salesforce has no obligation to use any Promotional Materials (including any of your Attributes) or otherwise exercise any of the rights granted to Salesforce with respect to your Attributes.

You acknowledge that third parties may retain, use or distribute such Promotional Materials, and Salesforce has no control over, and is not responsible for, any use or misuse (including any distribution) by any third party of any Promotional Materials (including your Attributes).

IN CONNECTION WITH THE USE OR OTHER EXPLOITATION OF PROMOTIONAL MATERIAL (INCLUDING YOUR ATTRIBUTES), YOU HEREBY IRREVOCABLY WAIVE AND RELEASE ANY AND ALL CLAIMS WITH RESPECT TO INTELLECTUAL PROPERTY, RIGHTS OF PUBLICITY, RIGHTS OF PRIVACY, AND ANY OTHER CLAIMS OR DAMAGES WITH RESPECT TO SUCH USE OR OTHER EXPLOITATION. YOU HEREBY WAIVE ALL CLAIMS TO COMPENSATION BASED ON SALESFORCE’S USE OF THE ATTRIBUTES. YOU AFFIRM THAT YOU ARE OF LEGAL AGE AND HAVE READ THE FOREGOING RELEASE AND FULLY UNDERSTAND ITS CONTENTS.

### 4. CODE OF CONDUCT

Without limiting the AUP or the Rules of Conduct contained in the Program Agreement, you must not engage in activities or practices that do not represent your Group Leader designation appropriately. Activities and practices deemed inappropriate by Salesforce include the following:

- Violations of these Program Terms or other then-published, Community Group-specific policies.
- Acceptance of gifts, services, money or anything of value from members of your Community Group, Salesforce’s partners or anyone else, for direct or indirect personal gain, in your capacity as a Group Leader.
- Defamatory, derogatory, harassing or otherwise inappropriate language against Salesforce or its customers, partners or other members of your Community Group.
- Using any data, tools, materials or resources provided by Salesforce to you in your capacity as a Group Leader, for any purpose other than fulfilling your obligations as a Group Leader.
- Activities or practices that do not represent the character and core values of Salesforce and the Community Group.
- Conflicts of interest due to employment or other projects you are involved in. You are expected to abstain or delegate decisions that may be seen to be self-interested. We expect that everyone who participates as a Group Leader does so with the goal of sharing, learning, and growing their communities.

Additionally, all Group Leaders are expected to observe the following behaviors and Code of Conduct:

- Honor your role with honesty and transparency. Honesty and transparency help build trust, which is Salesforce’s #1 value. Our leaders embody the Salesforce culture and bring that culture to their communities. You can learn more about the Salesforce culture by taking the [Salesforce Culture](#) module on Trailhead.
- Respect your community members. We passionately believe in equal treatment for all, and it’s the responsibility of Group Leaders to foster an inclusive and welcoming environment and to encourage your co-leaders and community members to do so as well. Embrace the diversity of your community and help create an environment in which everyone can learn and share freely. Each individual of your Community Group has a perspective and story to be celebrated. Any discussion, post, comment, or action, online or offline, that is intimidating, harassing,

abusive, or that promotes hatred or discrimination of any kind will not be tolerated. This includes, but is not limited to, discrimination based on protected personal characteristics such as race, color, national origin, age, religion, sex, sexual orientation, gender identity, pregnancy, medical condition or disability, or veteran status.

- Keep the community’s information safe. In your role as a Group Leader, you may interact with Salesforce, its customers, MVPs, Partners, and other individuals who provide you with their contact information. This contact information is confidential and for the sole purpose of the Community Group Program. You may not share the contact information or use it for your benefit or your company’s or any third party’s benefit—even after your term as a Group Leader ends. Group Leaders are not permitted to solicit or collect Community Group or customer data at meetings, events, or otherwise. We take great care to protect your data and privacy, and want you to practice the same.

Without limiting any other remedy under the Agreement or applicable law, if you fail to comply with these Program Terms or any other agreement between you and Salesforce, Salesforce may take any action it deems appropriate in response, including rejecting your Group Leader application or removing you as a Group Leader. Please report any non-compliance with the Program Agreement or these Program Terms in accordance with this Code of Conduct.

## 5. SOCIAL MEDIA GUIDELINES; REFERENCE TO GROUP LEADER STATUS

Your use of social media in connection with your role as a Group Leader is governed by the Program Agreement and these Program Terms, including the Code of Conduct above. If you post regarding any matter relating to Salesforce, you must clearly indicate your status as a Group Leader in your biography or other appropriate location on the applicable social media account. If you create an unofficial Community Group page on Facebook, Twitter or any other social network, then you must clearly state that the page is not an official Salesforce page.

You must use Salesforce branding appropriately, including the Salesforce logos and program logos. Except as stated in any applicable Documentation, nothing in these Program Terms gives you the right to use Salesforce trademarks, trade names, logos, service marks or other intellectual property without Salesforce’s prior written consent. For a list of general usage guidelines, refer to the Salesforce Trademark and Copyright Usage Guidelines, as updated by Salesforce from time to time, currently available at [https://www.salesforce.com/content/dam/web/en\\_us/www/documents/legal/Terms%20of%20Service/salesforce-trademark-usage-guidelines.pdf](https://www.salesforce.com/content/dam/web/en_us/www/documents/legal/Terms%20of%20Service/salesforce-trademark-usage-guidelines.pdf) and also refer to the Documentation, where applicable.

If you stop being a Group Leader for any reason, you must remove references to your Group Leader status (and remove all logos and badges related to that designation) from all sites, platforms and other channels, including social media, LinkedIn, blogs and email signature blocks. You may reference your past achievements only by using the “Community Group Leader, Duration” designation (e.g., “Salesforce Trailblazer Community Group Leader, June 2014 – December 2016”), but you must always include the duration to avoid misrepresenting yourself as a current Group Leader of the Community Program.

## 6. GROUP LEADERS RESOURCES

**Use approved and provisioned tools and resources only.** As a Group Leader, you may be provided certain tools and resources. These can include, but are not limited to: event management platforms, communication platforms, and Partner applications, solutions, and services. These tools and resources are solely for use by your Community Group and may not be used for personal, company, or commercial purposes. You may not share your password or login credentials for these tools and resources with any other individuals without Salesforce’s prior written consent, which may be provided via email. These are the only approved tools and resources offered to you as a leader, and any additional tool or resource you would like to use needs to be pre-approved in writing (email shall suffice) by an authorized member of Salesforce. Please keep in mind that in using the tools and resources made available to you, you are subject to, and responsible for complying with, those tools and resources’ terms, conditions, and policies.

## **7. TERMINATION**

Your status as a Group Leader may terminate for reasons set forth in the Program Agreement or these Program Terms, or in the applicable Documentation. We may terminate your Group Leader status if you violate or act inconsistently with the Program Agreement or these Program Terms, do not meet applicable requirements as set forth in the applicable Documentation, or upon written notice (including through electronic communication) to you for any or no reason. Upon any such termination, you must comply with the termination procedures set forth in the Program Agreement and these Program Terms, and any applicable Documentation. Without limiting the foregoing, you must return or destroy (at Salesforce's option) any information, goods and other physical or electronic material made available to you as a benefit under your status as a Group Leader, and comply with the applicable terms set forth in Sections 4 and 5.

## **8. CONFLICT OF INTEREST**

Salesforce expects that everyone who participates as a Group Leader does so with the goal of cultivating the Salesforce ecosystem. You must recognize and avoid potential conflicts of interest in connection with your involvement as a Group Leader, including due to employment or other projects in which you are involved. You must abstain from any such involvement, and/or delegate any decisions that may be perceived as self-interested. You represent and warrant that your involvement as a Group Leader is solely in your own individual capacity, and not as a member, employee or other representative of any entity or government body. When in doubt, reach out to Community Group team staff for further clarification, as designated in the Documentation.

If you are (or become) an employee of a member of the Partner Community (as referenced in the Program Terms for Communities), you must identify yourself as such before engaging (or continuing to engage, as applicable) as a Group Leader in any Community Group, and comply with the conflict of interest procedures set forth in the Program Agreement and these Program Terms, and any applicable Documentation. You must not promote your employer's services or solutions within your Community Group. You are also prohibited from collecting or using contact information from Community Group members for the benefit of your employer.

If you are (or become) a government employee or official, you must identify yourself as such before participating (or continuing to participate, as applicable) as a Group Leader in any Community Group, and may be asked to obtain written clearance for participation from your organization. If you are a government employee or official and you are offered free or discounted awards and benefits, you must decline these perks. You may also be asked to observe a few additional protocols. You must confirm your compliance with the foregoing upon request by Salesforce.

## **9. RELATIONSHIP TO SALESFORCE; RELATIONSHIP TO SALESFORCE SERVICES**

You must not apply for or participate as a Group Leader if you are an employee (whether full-time or part-time) of Salesforce. If you already participate and later become an employee of Salesforce, you must promptly notify Salesforce and you may be removed as a Group Leader. You acknowledge and agree that you are not entitled to any compensation in connection with your involvement as a Group Leader, or to any benefits that Salesforce employees are entitled to under Salesforce's policies or programs. If you would like to list your affiliation with your Community Group on LinkedIn, indicate your involvement only under the "Organizations" field in the "Accomplishments" section, and not in any way that may imply an employment relationship with Salesforce.

## **10. SURVIVAL**

Sections 3, 4, 5, 6 and 7 of these Program Terms will survive termination of the Program Agreement or these Program Terms.

## PROGRAM TERMS FOR SALESFORCE VIP PROGRAMS

These Program Terms for the Salesforce VIP Programs (“Program Terms”) apply to participation in:

- the Salesforce MVP Program currently located at <https://www.salesforce.com/campaign/mvp>, which recognizes exceptional individuals within the Salesforce community that demonstrate leadership, expertise, responsiveness and advocacy (the “Salesforce MVP Program”);
- product-specific champions programs, including the Lightning Champions Program, Analytics Champions Program, Einstein Champions Program and Quip Champions Program (each, a “Champions Program”); and
- other designated community programs with benefits similar to those of the Salesforce MVP Program and Champions Programs, including the Salesforce Certified Technical Architects Plus Benefits Program and the MuleSoft Ambassador Program (each, an “Ambassador Program”).

The Salesforce MVP Program, each Champions Program and each Ambassador Program is referred to individually as a “VIP Program”. The Salesforce MVP Program, Champions Programs and Ambassador Programs are referred to collectively as “VIP Programs”.

These Program Terms are incorporated by reference into the [Program Agreement](#), and form part of the Agreement between you and the Salesforce Party. Salesforce may also update these Program Terms from time to time, as described in the Program Agreement. Salesforce also reserves the right to designate or remove certain programs as Champions Programs or Ambassador Programs, from time to time and without prior notice. Capitalized terms used but not defined in these Program Terms have the meanings given in the Program Agreement. You must not participate in any VIP Program unless you accept the Agreement by checking a box or otherwise indicating acceptance electronically or by physical signature, unless specified otherwise in the applicable Documentation (as defined below).

### 1. BENEFITS

**1.1 General Benefits.** You must be a member of a particular VIP Program in order to receive its benefits. Membership in VIP Programs is subject to approval by Salesforce at its discretion. VIP Program benefits are subject to change from time to time and without prior notice. Subject to the terms of the Program Agreement and these Program Terms, Salesforce hereby grants to you a non-exclusive, non-transferable, limited and personal right (without the right to authorize any third party) to access and use any VIP Program benefits that Salesforce makes available to you for any VIP Program of which you are currently a member, solely in accordance with any applicable handbook or other terms and conditions made available by Salesforce from time to time (the “Documentation”). You hereby agree to comply with any such Documentation. In the event of any irreconcilable conflict between any such Documentation and these Program Terms, such Documentation will control to the extent of such conflict, solely with respect to the applicable VIP Program.

**1.2 Non-GA Products.** Certain VIP Program benefits made available to you may include Non-GA Products, as defined below. Any rights granted to you under these Program Terms with respect to Non-GA Products are limited to use for your own evaluation and testing purposes, and expressly exclude any rights for production purposes or distribution. Your use of any Non-GA Product is at your own sole discretion and risk. You hereby acknowledge and agree that (a) any particular Non-GA Product may be modified, suspended or discontinued at any time with or without notice; (b) any particular Non-GA Product may never be made generally available; and (c) Salesforce may require that you discontinue use of any particular Non-GA Product, or any features thereof, in its sole discretion. You agree that Salesforce will not be liable to you or to any third party for any such modification, suspension or discontinuance. You will provide ongoing feedback to Salesforce regarding any Non-GA Product that you use, and such feedback will be deemed Feedback.

“Non-GA Products” under these Program Terms mean, collectively, Non-GA Software and Non-GA Services, each defined as follows:

- “**Non-GA Software**” means any software products made available to you by Salesforces, as a benefit under your VIP Program, for deployment on your premise, that:(a) have not been made generally available to customers; and (b) have been designated as pilot, beta, limited release, developer preview or by description of similar import.
- “**Non-GA Services**” mean any applications, features, functions, methodologies or other technology made available to you by Salesforce, as a benefit under your VIP Program, that: (a) have not been made generally available to customers; and (b) have been designated as pilot, beta, limited release, developer previews or by description of similar import.

You must also comply with any additional terms made available by Salesforce with respect to Non-GA Products. In the event of any irreconcilable conflict between any such additional terms and these Program Terms, such additional terms will control to the extent of such conflict, solely with respect to the applicable Non-GA Product.

## 2. TERM; RENEWAL; CHAMPIONS PROGRAM TRANSFER

**2.1 Term.** Unless specified otherwise in the applicable Documentation, any VIP Program membership that we make available to you will have an initial term of one (1) year from its commencement, based upon the date that your membership is confirmed or such other date as communicated to you by Salesforce.

**2.2 Renewal.** Any VIP Program membership that we make available to you will be eligible for renewal terms of one (1) year each, subject to renewal criteria and conditions specified in the applicable Documentation, unless waived by Salesforce in its sole discretion. Any renewal term that we make available to you will commence at the end of the previous term, or such date as communicated to you by Salesforce.

**2.3 Champions Program Transfer.** Acceptance into any particular Champions Program does not mean acceptance into any other Champions Program. Nevertheless, as a current member of a Champions Program, you may be eligible to switch between Champions Programs at the end of each annual term, so long as you: (a) meet the admission criteria for the new Champions Program, as determined by Salesforce from time to time; and (b) have successfully completed all participation and contribution requirements for your current Champions Program during the past annual term. For clarity, you must choose only one (1) Champions Program in which to participate exclusively during any given annual term. For purposes of clarity, eligibility to transfer between Champions Programs does not guarantee automatic admission to any Champions Program; Salesforce reserves the right to reject any applicant’s request to transfer between Champions Programs.

## 3. PERSONAL RELEASE

You may be featured on media channels, websites, and social media posts from Salesforce. For example, your name, Trailblazer Community profile photograph and biography may be featured on the Salesforce website <https://www.salesforce.com/campaign/analytics-champions/>. You hereby grant to Salesforce a non-exclusive, royalty-free and irrevocable right, not obligation, to use your name, likeness, voice, biography and quotations (collectively “**Attributes**”) in Promotional Materials (as defined below), and to use, reproduce, distribute, display, exhibit or otherwise exploit these Promotional Materials, worldwide, in perpetuity, internally or externally, in all media, including at events sponsored by Salesforce, for the purposes of advertising or trade in promoting and publicizing Salesforce and its products and services. You hereby waive all claims to compensation based on Salesforce’s use of the Attributes. In connection with the use or other exploitation of your Attributes, you hereby irrevocably waive and release any and all claims with respect to intellectual property, rights of publicity, rights of privacy and any other claims or damages with respect to such use or other exploitation. “**Promotional Materials**” means all materials, including audio, visual, online, photography, print and digital, that market, promote or advertise Salesforce, and their products, services and events. Although Salesforce may seek your approval for certain uses, you understand and agree that Salesforce will not be required to obtain your approval for any use of the Promotional Materials containing your Attributes.

#### **4. CODE OF CONDUCT**

Without limiting the AUP currently available at <https://www.salesforce.com/company/legal/agreements/> or the Rules of Conduct contained in the Program Agreement, you must not engage in activities or practices that do not represent your VIP Program appropriately. Activities and practices deemed inappropriate by Salesforce include the following:

- Violations of these Program Terms or other then-published, program-specific policies.
- Acceptance of gifts, services, money or anything of value from members of the VIP Program’s community, Salesforce’s partners or anyone else, for direct or indirect personal gain in your capacity as a VIP Program member.
- Defamatory, derogatory, harassing or otherwise inappropriate language against Salesforce, its customers, partners or other members of the VIP Program’s community.
- Activities or practices that do not represent the character and core values of Salesforce and the VIP Program’s community.

Without limiting any other remedy under the Agreement or applicable law, if you fail to comply with these Program Terms or any other agreement between you and Salesforce, Salesforce may take any action it deems appropriate in response, including rejecting your VIP Program application or removing you from any VIP Program. Please report any non-compliance with the Program Agreement or these Program Terms in accordance with this Code of Conduct.

#### **5. SOCIAL MEDIA GUIDELINES; REFERENCE TO PROGRAM MEMBERSHIP**

Your use of social media in connection with any VIP Program is governed by the Program Agreement and these Program Terms, including the Code of Conduct above. If you post regarding any matter relating to Salesforce, you must clearly indicate your status as a VIP Program member in your blog or biography or other appropriate location on your social media account.

You must use Salesforce branding appropriately, including the Salesforce logos and program logos. Except as stated in any applicable Documentation, nothing in these Program Terms gives you the right to use Salesforce trademarks, trade names, logos, service marks or other intellectual property without Salesforce’s prior written consent. For a list of general usage guidelines, refer to the Salesforce Trademark and Copyright Usage Guidelines, as updated by Salesforce from time to time, currently available at [https://www.salesforce.com/content/dam/web/en\\_us/www/documents/legal/Terms%20of%20Service/salesforce-trademark-usage-guidelines.pdf](https://www.salesforce.com/content/dam/web/en_us/www/documents/legal/Terms%20of%20Service/salesforce-trademark-usage-guidelines.pdf).

If you leave any VIP Program for any reason, you must remove references to your association with that VIP Program (and remove all logos and badges related to that VIP Program) from all sites, platforms and other channels, including social media, LinkedIn, blogs and email signature blocks. You may reference your past achievements only by using the “Salesforce Program Designation, Duration” designation (e.g., “Salesforce MVP, 2014 – 2016”), but you must always include the duration to avoid misrepresenting yourself as a current member of the VIP Program.

#### **6. CONFIDENTIAL INFORMATION**

ANY INFORMATION, DATA, CONTENT OR OTHER MATERIALS DISCLOSED OR OTHERWISE MADE AVAILABLE BY SALESFORCE TO YOU IN CONNECTION WITH ANY NON-GA PRODUCT WILL CONSTITUTE CONFIDENTIAL INFORMATION. YOU MUST NOT USE ANY CONFIDENTIAL INFORMATION RELATED TO ANY NON-GA PRODUCT, EXCEPT IN CONNECTION WITH YOUR AUTHORIZED USE OF THE NON-GA PRODUCT.

#### **7. TERMINATION**

Your membership in any VIP Program may terminate for reasons set forth in the Program Agreement or these Program Terms, or in the applicable Documentation. We may terminate your VIP Program membership if you violate or act inconsistently with the Program Agreement or these Program Terms, do not meet applicable membership requirements as set forth in the applicable Documentation, or upon written notice (including through electronic communication) to you for any or no reason. Upon any such termination, you must comply with the termination procedures set forth in the Program Agreement and these Program Terms, and any applicable Documentation. Without limiting the foregoing,

you must return or destroy (at Salesforce's option) any information, goods and other physical or electronic material made available to you as a benefit under your VIP Program, and comply with the applicable terms set forth in Sections 5 and 6.

## **8. CONFLICT OF INTEREST**

Salesforce expects that everyone who participates as a VIP Program member does so with the goal of sharing, learning and growing the Salesforce ecosystem. You must recognize and avoid potential conflicts of interest in connection with your VIP Program, including due to employment or other projects in which you are involved. You must abstain from any such involvement, and/or delegate any decisions that may be perceived as self-interested. You represent and warrant that your participation in any VIP Program is solely in your own individual capacity, and not as a member, employee or other representative of any entity or government body. When in doubt, reach out to VIP Program team staff for further clarification, as designated in the Documentation.

If you are (or become) an employee of a Salesforce customer, you must identify yourself as such before participating (or continuing to participate, as applicable) in any VIP Program, and may be asked to obtain written clearance for participation from your organization.

If you are (or become) a government employee or official, you must identify yourself as such before participating (or continuing to participate, as applicable) in any VIP Program, and may be asked to obtain written clearance for participation from your organization. If you are a government employee or official and you are offered free or discounted awards and benefits, you must decline these perks. You may also be asked to observe a few additional protocols. You must confirm your compliance with the foregoing upon request by Salesforce.

## **9. RELATIONSHIP TO SALESFORCE; RELATIONSHIP TO SALESFORCE SERVICES**

**9.1 Relationship to Salesforce.** You must not apply for or participate in any VIP Program if you are an employee (whether full-time or part-time) of Salesforce. If you already participate and later become an employee of Salesforce, you must promptly notify Salesforce and you may be removed from the Program. You acknowledge and agree that you are not entitled to any compensation in connection with any VIP Program or being a VIP Program member, or to any benefits that Salesforce employees are entitled to under Salesforce's policies or programs. If you would like to list your affiliation with your VIP Program on LinkedIn, indicate your involvement only under the "Organizations" field in the "Accomplishments" section, and not in any way that may imply an employment relationship with Salesforce.

**9.2 Relationship to Salesforce Services.** Please note that the VIP Program benefits, including the Non-GA Products, are governed by the Program Agreement and these Program Terms.

## **10. DISCLAIMER OF WARRANTIES**

ANY PARTICIPATION IN OR USE OF NON-GA PRODUCTS AT AS YOUR SOLE RISK. NON-GA PRODUCTS ARE NOT INTENDED FOR PRODUCTION USE AND MAY CONTAIN BUGS, ERRORS AND INCOMPATIBILITIES WITH OTHER PRODUCTS OR SERVICES. SALESFORCE HAS NO OBLIGATION TO PROVIDE ANY MAINTENANCE OR SUPPORT FOR ANY NON-GA PRODUCT. YOU ACKNOWLEDGE AND AGREE THAT (I) ANY PARTICULAR NON-GA PRODUCT MAY BE MODIFIED, SUSPENDED OR DISCONTINUED AT ANY TIME WITH OR WITHOUT NOTICE; (II) ANY PARTICULAR NON-GA PRODUCT MAY NEVER BE MADE GENERALLY AVAILABLE; AND (III) YOU MUST DISCONTINUE THE USE OF ANY PARTICULAR NON-GA PRODUCT UPON REQUEST BY SALESFORCE.

## **11. SURVIVAL**

Sections 3–7 and 10–11 of these Program Terms will survive termination of the Program Agreement or these Program Terms.

## PROGRAM TERMS FOR TRAILHEAD

These Program Terms for Trailhead (“Program Terms”) apply to your use of (including any access to, and any participation in any meetings or activities listed or organized on) our websites (including progressive web applications), portals, mobile applications or systems hosting Trailhead-related materials that link to the Program Agreement or these Program Terms (together with any Salesforce information, data, content and other materials, products and services available through such sites, portals or systems, and any successors thereto, collectively called “Trailhead”).

These Program Terms are incorporated by reference into the Program Agreement, and form part of the Agreement between you and the Salesforce Party. Salesforce may also update these Program Terms from time to time, as described in the Program Agreement. Capitalized terms used but not defined in these Program Terms have the meanings given in the Program Agreement. You may not, and you must not, use Trailhead or participate in any meetings or activities listed or organized on Trailhead unless you accept these Program Terms.

### 1. YOUR ACCOUNT

If you register or use an account with Trailhead, please note that certain of your information may be publicly displayed or otherwise viewable by others (including administrators or others within an Organization, as well as other Trailhead users or the public) by default, including but not limited to your first name, last name, photo and Registration Information. In addition, certain information related to your use of Trailhead, such as information about your learning progress, and the number and types of badges you have earned, may be publicly displayed or otherwise viewable by others.

By using your account to join certain groups as part of Trailhead, you agree to receive communications (including electronic communications) regarding group-related activities. Also, by registering for certain meetings (including Trailblazer Community Group Meetings, as defined below) using your account, you agree to receive electronic communication regarding meeting updates and post-meeting matters, which may include survey evaluations and meeting-related materials. Please note, however, that any communication that you receive from third parties, including from the leaders of any group or meeting, are not sent by or on behalf of Salesforce, and Salesforce disclaims any responsibility for such communications.

### 2. RULES OF CONDUCT; REMEDIAL ACTIONS

Without limiting the AUP, the Rules of Conduct contained in the Program Agreement or the Salesforce Success Community Participation Guidelines currently located at <https://trailblazers.salesforce.com/resource/1432331846000/SuccessGuidelines>, as updated by Salesforce from time to time (“Salesforce Success Community Participation Guidelines”), in connection with Trailhead, you must comply with the Salesforce participation guidelines that are made available on or through Trailhead (the “Participation Guidelines”). During Trailhead meetings and Trailblazer Community Group Meetings, you must maintain a friendly, safe, supportive and harassment-free environment, regardless of gender, age, sexual orientation, gender identity, gender expression, disability, physical appearance, body size, race, ethnicity, religion or other group identity.

Additionally, in connection with Trailhead, you will not (and you will not allow your users or any third party to):

- Share, transfer or otherwise disclose any solution to any certification exam, credential exam, Superbadge, Masterbadge or other similar designation, except as expressly authorized in advance by Salesforce in writing.
- Share or transfer any certification, badge, superbadge, or any other similar credential earned on Trailhead or any of your other account activities or your account itself (including your login credentials for your account) for any purpose.

- Falsely state or otherwise misrepresent information related to the use of Trailhead, including your (or your users' or third parties') learning progress, or the number or types of badges that you (or your users or any third parties) have earned through use of Trailhead.

Please remember that, in connection with Trailhead, you may be providing information, data, content or other materials to a diverse and international audience. Things that do not seem abusive, obscene, offensive or otherwise objectionable to you may seem so to others. You will (and will cause your users and any third party to) treat other users of Trailhead with courtesy and respect.

Salesforce may terminate your account, and Salesforce and any leader of an applicable group or meeting (including any Trailblazer Community Group Meeting) may suspend your membership in the group, or prohibit your participation in the group or your attendance at the meeting, at any time if you fail to comply with this Section 2 or the AUP or Rules of Conduct, or for any or no reason, without notice or liability of any kind.

### 3. PROPRIETARY RIGHTS

**3.1. Use of Trailhead.** Subject to the terms of these Program Terms and solely for so long as you are permitted by Salesforce to use Trailhead, you may use any portion of Trailhead to which we provide you access under these Program Terms, on any device you own or control. You must only use Trailhead for your non-commercial personal, professional or educational purposes, including to learn skills for your current position, to learn skills for a future position, to earn a Salesforce credential, to learn about Salesforce, and/or to connect with other Trailhead communities and users. If you fail to comply with any of the terms or conditions of these Program Terms, you must immediately cease using Trailhead. Please note that the information, data, content and other materials available on or through Trailhead may contain or constitute Third Party Materials and/or other Salesforce products or services (including other Programs), and the foregoing right may be subject to additional terms, conditions and policies.

**3.2. Open Source Projects.** Salesforce may make available open source projects on or through Trailhead or on or through third-party software repository hosting services (e.g., Github) in connection with Trailhead. Any open source code available in connection with any such open source project ("Open Source Content") may be the proprietary work of a third party (in which case it is considered Third Party Materials) and may be subject to additional terms, conditions and policies. Any use of Open Source Content is governed by the terms of the license, if any, that accompanies the applicable project. If you are initiating any open source project on or through Trailhead, you must make the applicable Open Source Content available under open source license terms.

### 4. PAGES AND FORUMS

**4.1. Inventions.** You hereby acknowledge and agree that your provision of a Submission does not make you an inventor or contributing inventor to any invention that may arise during any development of any product or service by or on behalf of Salesforce, including those that incorporate, implement or are otherwise related to all or any part of such Submission (any such invention, an "Invention"). Without limiting the foregoing, to the extent that you are an inventor or contributing inventor to any Invention, or have any other right, title or interest in or to any Invention, you hereby irrevocably assign and agree to assign to Salesforce all right, title and interest worldwide in and to such Invention (whether currently existing or conceived, created or otherwise developed later), including all intellectual property rights in and to such Invention, effective immediately upon its inception, conception, creation or development. To the extent that any Invention or intellectual property rights in or to any Invention are not assignable, or to the extent that you otherwise retain any right, title or interest in or to any such Invention or intellectual property rights, you: (a) unconditionally and irrevocably waive the enforcement of such rights, and all claims and causes of action of any kind with respect to such rights, against Salesforce and any user of any of Salesforce's products or services; (b) agree, at Salesforce's request and expense, to consent to and join in any action to enforce such rights; and (c) hereby grant to Salesforce a worldwide, royalty-free, fully paid-up, exclusive, perpetual, irrevocable, transferable and fully sublicensable (through multiple tiers) license, without additional notice or consideration to you or any third party, to reproduce, distribute, perform and display (publicly or otherwise), create derivative works of, adapt, modify, make, sell, offer to sell, import, use, analyze and exploit (and have others exercise such rights on behalf of Salesforce)

all or any portion of such Invention, in any format or media now known or hereafter developed, and for any purpose. You further irrevocably waive any “moral rights” or other rights with respect to attribution of authorship or integrity of materials regarding any Invention that you may have under any applicable law under any legal theory. You hereby waive and quitclaim to Salesforce any and all claims that you now have or may hereafter have for infringement, misappropriation or other violation of any Invention or intellectual property rights assigned or licensed under these Program Terms to Salesforce.

**4.2. License.** Without limiting Section 4.1 above (“Inventions”), to the extent that you have or obtain any proprietary rights that may be infringed, misappropriated, or otherwise violated by the operation of Trailhead, you hereby grant to Salesforce a worldwide, royalty-free, fully paid-up, non-exclusive, perpetual, irrevocable, transferable and fully sublicensable (through multiple tiers) license, under such proprietary rights, to operate Trailhead, as it may be modified, updated or upgraded from time to time.

**4.3. Assistance.** You will cooperate with Salesforce and its designee(s) in applying for, obtaining, perfecting, evidencing, and enforcing Salesforce’s intellectual property rights in and to any Invention, including executing such written instruments as may be prepared by Salesforce and doing such other acts as may be reasonably necessary in Salesforce’s opinion to obtain a patent, register a copyright, or otherwise enforce Salesforce’s rights in and to such Invention (and you hereby irrevocably appoint Salesforce and any of its officers and agents as your attorney-in-fact to act for and on your behalf and instead of you, with the same legal force and effect).

**4.4. Necessary Rights.** Without limiting your representations and warranties in the Program Agreement, you represent and warrant that you own or have the rights (including intellectual property rights) necessary to grant the assignments and licenses with respect to such Submissions and any Inventions granted under these Program Terms. To the extent your Organization owns or has any right, title or interest in or to any such Submissions or Inventions, you hereby represent and warrant that you are authorized by such Organization to make available such Submissions and to grant the assignments and licenses with respect to such Submissions and Inventions granted under these Program Terms.

**4.5. Monitoring.** Without limiting Section 7 of the Program Agreement (“Content and Usage Data”), Salesforce may (but have no obligation to) monitor, evaluate, alter or remove Submissions, including those made available on or through any private messaging functionality, including for purposes of promoting the security of the Communities or another of Salesforce’s products or services, and including to remove any spam message.

## 5. JOB POSTINGS

Trailhead may make available certain job postings and other job-related contents (e.g., job requirements, résumés, descriptions of work experience, job solicitations, advertisements, etc.), including through links or integrations with third-party services (such listings and other contents and links, “[Job Postings](#)”), and may enable you to make available Job Postings, including through links or integrations with third-party services. Job Postings are subject to the Program Terms for Networking Portals entered into in connection with the Program Agreement, as made available and updated by Salesforce from time to time.

## 6. TRAILBLAZER MEETINGS

**6.1. Unofficial Nature of Trailblazer Community Group Meetings.** You may have the opportunity to participate in certain meetings listed or organized on Trailhead, which are hosted or organized by third parties that are not agents or employees of Salesforce (any such meeting, conferences, events, a “Trailblazer Community Group Meeting”). You acknowledge that Salesforce is not the creator, organizer or owner of any Trailblazer Community Group Meeting, even if Salesforce employees attend the meeting, Salesforce sponsors the meeting, Salesforce provides meeting-related materials, Salesforce promotes the meeting on a Salesforce website or website paid by Salesforce, or the meeting occurs on Salesforce property. If you host or organize a Trailblazer Community Group Meeting, you agree to promote it as such, and you must not create any impression that it is created, organized, hosted, owned, sponsored or endorsed by Salesforce. For clarity, meetings that are listed or organized on Trailhead, but hosted or organized by Salesforce, are considered Events subject to the Program Terms for Events. In the event of any conflict or inconsistency between these Program Terms and the Program Terms for Events, these Program Terms will control to the extent of such conflict or inconsistency, solely with respect to the applicable meetings.

**6.2. Trailblazer Community Group Leaders.** In addition to these Program Terms, Trailblazer Community Group Leaders are also subject to the Program Terms for Salesforce Group Leaders entered into in connection with the Program Agreement, as made available and updated by Salesforce from time to time. To the extent that these Program Terms or any portion thereof conflict with the Program Terms for Salesforce Group Leaders, your participation as a Trailblazer Community Group Leader will be governed by the Program Terms for Salesforce Group Leaders.

**6.3. Assumption of Risk.** Your participation in and attendance of any Trailhead meeting or Trailblazer Community Group Meeting or any related activities is completely voluntary. You agree to consider the inherent risks in any activities that you choose to take part in, and take reasonable precautions before you choose to participate in or attend a Trailhead meeting or Trailblazer Community Group Meeting. You acknowledge that Salesforce has no control over and does not guarantee the quality, safety, accuracy or legality of any meeting or content associated with or presented at a Trailhead meeting or a Trailblazer Community Group Meeting, and that your participation in any Trailhead meeting or Trailblazer Community Group Meeting is at your own risk. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, YOU ACCEPT AND ASSUME ALL RISKS OF ANY AND ALL PERSONAL INJURY OR DAMAGE TO ANY PROPERTY THAT YOU MAY FACE WHILE ATTENDING A TRAILHEAD MEETING OR TRAILBLAZER COMMUNITY GROUP MEETING OR RELATED ACTIVITIES, AND WAIVE ANY CLAIMS AGAINST ANY SALESFORCE AFFILIATED PARTY RELATING TO SUCH RISKS.

**6.4. Limitation of Liability.** WITHOUT LIMITING ANY LIMITATION OF LIABILITY UNDER THE PROGRAM AGREEMENT, IN NO EVENT WILL ANY SALESFORCE AFFILIATED PARTY BE LIABLE FOR ANY INDIRECT, SPECIAL, COVER, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO ANY TRAILHEAD MEETING OR TRAILBLAZER COMMUNITY GROUP MEETING, STATEMENTS OR CONDUCT OF TRAILBLAZER COMMUNITY GROUP MEETING LEADERS OR ATTENDEES, ATTENDANCE AND PARTICIPATION IN ANY TRAILHEAD MEETING OR TRAILBLAZER COMMUNITY GROUP MEETING, AND THE ACTIONS OF YOU OR OTHERS AT ANY TRAILHEAD MEETING OR TRAILBLAZER COMMUNITY GROUP MEETING, EVEN IF ANY SALESFORCE AFFILIATED PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF ANY REMEDY OTHERWISE FAILS OF ITS ESSENTIAL PURPOSE. THE FOREGOING DISCLAIMER WILL NOT APPLY TO THE EXTENT PROHIBITED BY LAW.

### **6.5. Personal Release.**

(a) Trailblazer Community Group Meeting leaders, and Trailhead meeting and Trailblazer Community Group Meeting attendees, and/or Salesforce (and/or others on behalf of Salesforce), may be photographing, recording (both audio and video), webcasting, podcasting or otherwise transmitting during any or all of a Trailhead meeting or Trailblazer Community Group Meeting (including at the Trailhead meeting or Trailblazer Community Group Meeting venue, during a Trailhead or Trailblazer Community Group meeting session, or during other Trailblazer Community Group activity). Your image, likeness, voice, statements and other identifying characteristics (each, an “Image”) may be captured in photographs,

recordings (both audio and video), webcasts, podcasts, or other transmissions of a Trailhead meeting or Trailblazer Community Group Meeting or such other activity (each, a “Recording”).

(b) You hereby grant to Salesforce, with respect to all Recordings (and to each Trailblazer Community Group Meeting leader or Trailhead meeting or Trailblazer Community Group attendee, with respect to any Recordings captured by such leader or attendee) a worldwide, royalty-free, fully paid-up, non-exclusive, perpetual, irrevocable, transferable and fully sublicensable (through multiple tiers) license, without additional consideration to you or any third party, to reproduce, distribute, perform and display (publicly or otherwise), create derivative works of, adapt, modify and otherwise use, analyze and exploit such Recordings (including your Images therein), in whole or in part, in any format or media now known or hereafter developed, and for any purpose (including for promotional purposes, such as testimonials). The foregoing license also applies to any Recordings you make available to Salesforce or any Trailblazer Community Group Meeting leader or Trailhead meeting or Trailblazer Community Group attendee. Salesforce exclusively owns all right, title and interest (including intellectual property rights) in and to the Recordings captured by Salesforce (and/or by others on behalf of Salesforce) (“Salesforce Recordings”), all modifications and derivatives of Salesforce Recordings, and all proceeds derived from Salesforce Recordings or such modifications or derivatives. Salesforce has no obligation to share any such proceeds with you.

(c) You hereby irrevocably waive any right you may have to inspect or approve the use or other exploitation of any Recording or any reproductions thereof, and you agree that Salesforce has no obligation to use any Recording (including any of your Images) or otherwise exercise any of the rights granted to Salesforce with respect to your Images.

(d) Your Images may appear in Recordings made available to the public, and third parties may retain, use or distribute such Recordings. Salesforce has no control over, and is not responsible for, any use or misuse (including any distribution) by any third party of any Recordings.

(e) IN CONNECTION WITH THE USE OR OTHER EXPLOITATION OF RECORDINGS (INCLUDING YOUR IMAGES), YOU HEREBY IRREVOCABLY WAIVE AND RELEASE ANY AND ALL CLAIMS WITH RESPECT TO INTELLECTUAL PROPERTY, RIGHTS OF PUBLICITY, RIGHTS OF PRIVACY, AND ANY OTHER CLAIMS OR DAMAGES WITH RESPECT TO SUCH USE OR OTHER EXPLOITATION. YOU AFFIRM THAT YOU ARE OF LEGAL AGE AND HAVE READ THE FOREGOING RELEASE AND FULLY UNDERSTAND ITS CONTENTS.

(f) IN ADDITION, YOU HEREBY REPRESENT THAT ALL INDIVIDUALS WHOSE IMAGES ARE CAPTURED IN ANY RECORDINGS YOU MAKE AVAILABLE TO SALESFORCE OR TO ANY THIRD PARTY HAVE CONSENTED TO THE INCLUSION OF THEIR IMAGES IN SUCH RECORDINGS AND HAVE AUTHORIZED YOU TO GRANT ON THEIR BEHALF THE LICENSE, WAIVER AND RELEASE GRANTED BY YOU TO SUCH IMAGES AND RECORDINGS IN THESE PROGRAM TERMS.

## **7. CERTIFICATION PROGRAM TERMS**

You may be able to pursue certain credentials or certifications made available through or on Trailhead after meeting any requirements of the applicable credential or certification program. Participation in any such credential or certification program is governed by the Salesforce Credential and Certification Program Agreement entered into in connection with the Program Agreement or presented to You during the certification registration process, as made available and updated by Salesforce from time to time (the “Credential and Certification Program Agreement”). By participating in any such credential or certification program, you are agreeing to the Credential and Certification Program Agreement. To the extent of any conflict or inconsistency between these Program Terms and the Credential and Certification Program Agreement, the Credential and Certification Program Agreement will control with respect to your participation in the applicable program.

## **8. DISCLAIMER OF WARRANTIES AND CONDITIONS**

WITHOUT LIMITING THE DISCLAIMER OF WARRANTIES AND CONDITIONS IN THE PROGRAM AGREEMENT, TRAILHEAD AND OPEN SOURCE CONTENT ARE NOT INTENDED FOR PRODUCTION USE AND MAY CONTAIN BUGS, ERRORS AND INCOMPATIBILITIES WITH OTHER PRODUCTS OR SERVICES. SALESFORCE HAS NO OBLIGATION TO PROVIDE ANY SUPPORT OR MAINTENANCE SERVICES FOR TRAILHEAD OR ANY OPEN SOURCE CONTENT.

## **9. CONFLICT OF INTEREST**

Salesforce expects that everyone who participates in Trailhead does so with the goal of learning about Salesforce with their peers, building their Salesforce network and finding mentors. You must recognize and avoid potential conflicts of interest in connection with Trailhead, including due to employment or other projects in which you are involved. You must abstain from any such involvement, and/or delegate any decisions that may be perceived as self-interested. Additionally, you must not share confidential or proprietary information owned by yourself, your current employer or other third parties.

If you are (or become) a government employee or official, it is your responsibility, where applicable, to: (i) identify yourself as such before participating (or continuing to participate, as applicable) in Trailhead, and (ii) obtain written clearance for participation from your organization in accordance with its requirements and applicable law. If you are a government employee or official and you are offered free or discounted awards and benefits, you must decline these perks unless you have obtained separate express, written clearance from your organization in accordance with its requirements and applicable law. You may also be asked to observe a few additional protocols. You must confirm your compliance with the foregoing upon request by Salesforce.

## **10. SURVIVAL**

Sections 1–2 and 4–10 of these Program Terms will survive termination of the Program Agreement or these Program Terms.

## PROGRAM TERMS FOR EVENTS

These Program Terms for Events (“Program Terms”) apply to any attendance of, or participation in, any event hosted or organized by Salesforce, including in-person events (such as Dreamforce, World Tour, TrailheaDX and conferences) and online events and webinars (each, an “Event”).

The trainings listed on the Help and Training Portal are not Events subject to these Program Terms for Events.

These Program Terms are incorporated by reference into the [Program Agreement](#), and form part of the Agreement between you and the Salesforce Party. Salesforce may also update these Program Terms from time to time, as described in the Program Agreement. Capitalized terms used but not defined in these Program Terms have the meanings given in the Program Agreement. You may not, and you must not, attend or participate in any Event unless you accept the Agreement.

### 1. Rules of Conduct; Remedial Actions

Without limiting the AUP or the Rules of Conduct contained in the Program Agreement, in connection with each Event you must comply with the Salesforce Events Code of Conduct, as updated by Salesforce from time to time, currently located at [https://success.salesforce.com/Ev\\_SiteCOC](https://success.salesforce.com/Ev_SiteCOC) (the “Events Code of Conduct”).

Without limiting any other remedy under the Agreement or applicable law, if you fail to comply with these Program Terms or any other agreement between you and Salesforce, Salesforce may take any action it deems appropriate in response, including cancelling your Event registration without any refund or banning you from the applicable Event or any or all other Events. Please report any non-compliance with the Program Agreement or these Program Terms in accordance with the Events Code of Conduct.

### 2. Transfers and Cancellations

Salesforce may permit you to transfer your registration of certain Events to another person within your Organization at Salesforce’s discretion, subject to its applicable transfer and cancellation policies.

Salesforce’s current transfer and cancellation policies with respect to registrations for Salesforce Connections, TrailheaDX and Dreamforce are set forth below. Salesforce reserves the right to change its transfer and cancellation policies from time to time by notifying you of such changes by any reasonable means.

Each transfer or cancellation request for Dreamforce, Salesforce Connections, or TrailheaDX must be submitted in writing through [salesforce-events.desk.com/customer/portal/emails/new](https://salesforce-events.desk.com/customer/portal/emails/new) and will be processed based on the time and date that the request was submitted. No refund or credit for a registration cancellation will be issued if you fail to submit a cancellation request in accordance with these requirements. For clarity, failure to check in at an Event does not constitute cancellation, and will not give rise to a refund or a credit. Breakout session enrollments, trainings, certifications, and hotel reservations are not transferable. For additional Event specific cancellation requirements click [here](#).

### 3. Payments

Event fees and other charges may apply to your attendance of or participation in any Event, or may otherwise be incurred by you in connection with an Event. If payment of any fees or charges is required, you may be asked to

supply certain relevant information, such as your credit card number and its expiration date, your billing address and your shipping information. **YOU REPRESENT AND WARRANT THAT YOU HAVE THE RIGHT TO USE ANY CREDIT CARD FOR WHICH YOU PROVIDE ANY CREDIT CARD INFORMATION IN CONNECTION WITH A PAYMENT TRANSACTION.** By submitting such information, you grant to Salesforce the right to provide such information to third parties for purposes of facilitating payment transactions. Verification of information may be required prior to the acknowledgment or completion of any payment transaction. You will pay all fees and charges incurred by you or on your behalf in connection with an Event, at the prices in effect and disclosed to you when such fees or charges are incurred. In addition, you are responsible for any taxes applicable to your payment transactions.

Salesforce reserves the right, including without prior notice, to cancel, terminate or impose conditions on the honoring of any coupon, discount or similar promotion. Any refunds for Salesforce's cancellation of an Event will be subject to Salesforce's applicable refund policies. Payments made for one Event may not be applied toward the purchase of any other Event, product or services. While it is Salesforce's practice to confirm Event-related payment transactions by email, the receipt of an email confirmation does not constitute acceptance of an order or confirmation of an offer to sell a product or service.

#### **4. Badges**

Badges may contain RFID or NFC tags or other technology that may be used to record your attendance and participation in the Event (including visiting booths and attending sessions). By allowing your badge to be scanned at an Event, or by scanning your badge at an Event, you hereby authorize the operator of the badge scanner or similar technology for virtual events to collect and process such information.

You acknowledge that if you scan your badge or if your badge is scanned by or for any sponsor or other third party with a badge scanner or similar technology for virtual events (each, an "Event Sponsor"), then that Event Sponsor may have access to a third-party report that includes such attendance and participation information, and also certain of your Registration Information. Salesforce is not responsible for the privacy practices of any Event Sponsor or other third party. Please contact the Event Sponsor or third party to learn more about its practices with respect to any information that it collects. For clarity, to the extent that Salesforce collects any Personal Data regarding your attendance or participation in the Event for Salesforce's use, it will be subject to Salesforce's Privacy Statement.

If you do not wish to permit the uses and disclosures of information described in this Section, do not scan your badge or allow any Event Sponsor or third party to scan your badge at any Event.

For an in-person Event, an Event badge may be available for you to pick up at the designated check-in area of the Event venue during the scheduled Event dates. You must show a government-issued picture identification to pick up your Event badge. You will not be admitted into the Event venue without an Event badge.

#### **5. Government Employees and Officials**

If you are a government employee or official, you must identify yourself as such during the registration process for an Event, and, for an in-person Event, you may be asked to present your government-issued employee badge during the check-in process.

If you are a government employee or official and you are offered free or discounted attendance or participation at an Event, you must disclose your attendance at the Event to your employing government agency in advance, and obtain such agency's permission for you to accept free or discounted attendance at such Event. You must also confirm your compliance with the foregoing upon request by Salesforce.

If you are a government employee or official, you must also comply, for the entire duration of the Event, with all applicable rules and regulations imposed by your employing agency, including those rules and regulations relating

to the acceptance and disclosure of gifts and gratuities.

## 6. Security

Salesforce reserves the right, including without prior notice, to take any security measures it deems appropriate for the safety of attendees and participants of in-person Events. You will comply with all such security measures, including the following:

- At all times during an in-person Event (including at any Event venue or during any Event session, keynote or other activity), you will wear your Event badge such that it is visible to other Event attendees and participants. You will not share or exchange your Event badge with any other person. Failure to comply with this requirement may result in confiscation of your Event badge and termination of your attendance or participation in the Event.
- Bags may be checked randomly during certain hours of an in-person Event.
- You will not leave any bags or other property unattended at any time. Unattended property may be removed.
- Except as specifically pre-approved by Salesforce in writing, no persons under 18 years of age will be permitted to attend any Event or portion thereof (including any session, breakout, keynote or other activity), or otherwise be present at any Event venue, including in the expo hall.
- Items prohibited at in-person Events include: firearms and other weapons, explosives, and other hazardous materials or articles. You will not bring with you or have in your possession any such items at any time during your attendance at an in-person Event.

## 7. Affiliated Services

The Salesforce Events mobile application (or any other application or website through which you may register for an Event or access Event information or materials) may contain or make available information on accommodation, transportation, and other services provided by third parties (each, an “Affiliated Service”). For clarity, Affiliated Services are Third Party Materials. For further clarity, hotel reservations are provided as an Affiliated Service, and Salesforce is not responsible for any issues or disputes between you and any hotel. You will be responsible for complying with the hotel’s cancellation policy, including if an Event is cancelled for any reason.

## 8. Personal Release

Salesforce (and/or others on behalf of Salesforce) may be photographing, recording (both audio and video), webcasting, podcasting or otherwise transmitting during any or all of an Event (including at the Event venue during an Event session, breakout, keynote or other activity). Your image, likeness, voice, statements and other identifying characteristics (each, an “Image”) may be captured in photographs, recordings (both audio and video), webcasts, podcasts, or other transmissions of the Event (each, a “Recording”).

You hereby grant to Salesforce a worldwide, royalty-free, fully paid-up, non-exclusive, perpetual, irrevocable, transferable and fully sublicensable (through multiple tiers) license, without additional consideration to you or any third party, to reproduce, distribute, perform and display (publicly or otherwise, create derivative works of, adapt, modify and otherwise use, analyze and exploit Recordings (including your Images therein), in whole or in part, in any format or media now known or hereafter developed, and for any purpose (including for promotional purposes, such as testimonials).

Salesforce exclusively owns all right, title and interest (including intellectual property rights) in and to the Recordings, all modifications and derivatives of Recordings, and all proceeds derived therefrom.

Salesforce has no obligation to share any such proceeds with you.

You hereby irrevocably waive any right you may have to inspect or approve the use or other exploitation of any Recording or any reproductions thereof, and you agree that Salesforce has no obligation to use any Recording (including any of your Images) or otherwise exercise any of the rights granted to Salesforce with respect to your

Images.

Your Images may appear in Recordings made available to the public, and third parties may retain, use or distribute such Recordings. Once made available to the public, Salesforce has no control over, and is not responsible for, any use or misuse (including any distribution) by any third party of Recordings.

IN CONNECTION WITH THE USE OR OTHER EXPLOITATION OF RECORDINGS (INCLUDING YOUR IMAGES), YOU HEREBY IRREVOCABLY WAIVE AND RELEASE ANY AND ALL CLAIMS WITH RESPECT TO INTELLECTUAL PROPERTY, RIGHTS OF PUBLICITY, RIGHTS OF PRIVACY, AND ANY OTHER CLAIMS OR DAMAGES WITH RESPECT TO SUCH USE OR OTHER EXPLOITATION. YOU AFFIRM THAT YOU ARE OF LEGAL AGE AND HAVE READ THE FOREGOING RELEASE AND FULLY UNDERSTAND ITS CONTENTS.

## **9. Forward Looking Statements**

Salesforce may make or present forward-looking statements regarding its future events or future financial performance, or future events or future financial performance of its Affiliates or partners. Words such as “expects,” “goals,” “plans,” “believes,” “continues,” “may,” and variations of such words and similar expressions identify forward-looking statements. In addition, any statements that refer to or may imply future financial performance, anticipated growth and trends in Salesforce businesses, and other characterizations of future events or circumstances are forward-looking statements. All such statements that are not historical facts are based on Salesforce’s current expectations and are subject to a number of risks and uncertainties, and the actual events or results may differ materially. Please refer to Salesforce’s filings with the Securities and Exchange Commission, specifically, its most recent earnings release and most recent Form 10-Q or Form 10-K for more information on the risk factors that could cause the actual results to differ materially from those contained in forward-looking statements, including variable product demand, product introductions by competitors, pricing pressures, and manufacturing issues (including product defects, errata, lower than anticipated manufacturing yields, and supply of components).

## **10. Assumption of Risk**

Your attendance of or participation in an Event or any related activities is completely voluntary. Salesforce does not guarantee admittance to all or any part of any Event (including any session, breakout, keynote or other activity). Unless specified otherwise by Salesforce, all event sessions, breakouts, keynotes or other activities, if applicable, are seated on a first-come, first-served basis. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, YOU ACCEPT AND ASSUME ALL RISKS OF ANY AND ALL PERSONAL INJURY OR DAMAGE TO YOUR PERSONAL PROPERTY THAT YOU MAY FACE WHILE ATTENDING AN EVENT, AND HEREBY WAIVE ANY CLAIMS YOU MAY HAVE AGAINST ANY SALESFORCE AFFILIATED PARTY OR ANY EVENT SPONSOR OR EVENT VENDORS RELATING TO SUCH RISKS.

Salesforce reserves the right, including without prior notice, to limit the number of Event attendees and participants, to cancel or terminate any Event registration, to bar any person from attending all or any part of any Event, and to refuse to provide any person with access to Event materials.

## **11. Changes to Events**

Events are subject to change at any time. Salesforce does not guarantee the attendance of any third party (including any exhibitor or speaker), or that any scheduled session, breakout, keynote or other activity will take place.

Salesforce reserves the right, including without prior notice, to make any change to an Event program at any time for any reason (including modification of the schedule or content of, or cancellation of, any session, breakout,

keynote or other activity). Salesforce is not responsible for, and no reimbursement will be issued in the event of, any change to an Event (including modification of the overall Event program, or the schedule or content of, or cancellation of, any session, keynote or other activity).

## **12. LIMITATION OF LIABILITY**

THE MAXIMUM AGGREGATE LIABILITY OF ALL SALESFORCE AFFILIATED PARTIES, FOR ALL DAMAGES, LOSSES AND CAUSES OF ACTION IN CONNECTION WITH THESE PROGRAM TERMS OR AN EVENT, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, WILL BE THE EVENT REGISTRATION FEES, IF ANY, PAID BY YOU TO AND RECEIVED BY SALESFORCE FOR THE EVENT GIVING RISE TO THE LIABILITY.

## **13. Survival**

Sections 1, 3 (with respect to fees and other charges incurred by you prior to the expiration or termination of the Agreement), 7–11 and 13–14 of these Program Terms will survive termination of the Program Agreement or these Program Terms.

## PROGRAM TERMS FOR THE HELP AND TRAINING PORTAL

These Program Terms for the Help and Training Portal (“Program Terms”) apply to the use of (including any access to) the Help and Training portal currently located at help.salesforce.com (together with any Salesforce information, data, content and other materials, products and services available through such site, and any successor site(s), “Help and Training Portal”).

These Program Terms are incorporated by reference into the Program Agreement, and form part of the Agreement between you and the Salesforce Party. Salesforce may also update these Program Terms from time to time, as described in the Program Agreement. Capitalized terms used but not defined in these Program Terms have the meanings given in the Program Agreement. You may not, and you must not, use the Help and Training Portal unless you accept the Agreement or another agreement with Salesforce that authorizes your use of the Help and Training Portal.

### 1. Authentication

Certain portions of the Help and Training Portal (including the “Contact Support” functionality, “Accelerator” sessions and related services, and the “Admin Assist” functionality) require authentication (the “Authenticated Features”), and must not be accessed or used except in accordance with this Section 1. You must only access any Authenticated Feature using a Salesforce Account. You must also accept certain separate terms and conditions with Salesforce, which may include a master subscription agreement (the “Authenticated Feature Terms”) before accessing or using any Authenticated Feature. Any access to or use of any Authenticated Feature will be governed by the applicable Authenticated Feature Terms; this Agreement (other than, for clarity, this Section 1) does not apply to your access to or use of any Authenticated Feature.

### 2. Training Catalog

The Help and Training Portal may make available listings of trainings that you may browse, and may enable you to register for such trainings. For clarity, however, the trainings themselves are not made available through the Help and Training Portal, and may be subject to additional terms. Nothing in these Program Terms authorizes you to attend, view or otherwise participate in or use any training.

### 3. Proprietary Rights

Subject to the terms of the Agreement, Salesforce hereby grants to you a non-exclusive, non-transferable, limited and personal right (without the right to authorize any third party) to use the Help and Training Portal as made available by Salesforce to you, solely in connection with your own educational purposes (whether personal or professional), including to learn skills for your current position, to learn skills for a future position or to learn about Salesforce. Please note that the information, data, content and other materials available on or through the Help and Training Portal may contain or constitute Third Party Materials and/or other Salesforce products or services (including other Programs), and the foregoing right may be subject to additional terms, conditions and policies (including other Program Terms).

### 4. Support Data and Information

Without limiting Salesforce’s rights under the Program Agreement, if you access or use any chat functionality through which Salesforce provides support (including the “Ask Blaze” functionality), data or other information about your access to or use of such functionality may be collected and analyzed by Salesforce, including to monitor usage of and improve such functionality. In addition, Salesforce may use or disclose data or other information you provide or otherwise make available through such functionality to provide support to you, to monitor usage of and improve such functionality, and otherwise in accordance with the Privacy Statement.

## **5. Disclaimer of Warranties and Conditions**

SALESFORCE HAS NO OBLIGATION UNDER THESE PROGRAM TERMS TO PROVIDE ANY SUPPORT OR MAINTENANCE SERVICES FOR THE HELP AND TRAINING PORTAL OR THROUGH THE HELP AND TRAINING PORTAL. ANY SUPPORT SERVICES PROVIDED TO YOU THROUGH THE HELP AND TRAINING PORTAL ARE PROVIDED UNDER AND GOVERNED BY THE APPLICABLE AUTHENTICATED FEATURE TERMS BETWEEN YOU AND SALESFORCE.

## **6. Survival**

Sections 3, 4 and 5 of these Program Terms will survive termination of the Program Agreement or these Program Terms.

## PROGRAM TERMS FOR NETWORKING PORTALS

These Program Terms for Networking Portals (“Program Terms”) apply to the use of (including any access to):

- the Talent Exchange site currently located at trailheadstudents.secure.force.com (together with any Salesforce information, data, content and other materials, products and services available through such site, and any successor site(s), “Talent Exchange”);
- the Pathfinder pro bono opportunity posting site currently accessible through the Pathfinder Program Chatter page (together with any Salesforce information, data, content and other materials, products and services available through the Pathfinder pro bono opportunity posting site, and any successor site(s), “Pathfinder Pro Bono Project”);
- the site for the Salesforce program currently known as the Essentials Advisors Program made accessible to you by or on behalf of Salesforce (together with any Salesforce information, data, content and other materials, products and services available through such site, and any successor site(s), “Essentials Advisors”);
- the site for the Salesforce program currently known as the Trailblazer Mentoring Program made accessible to you by or on behalf of Salesforce (together with any Salesforce information, data, content and other materials, products and services available through such site, and any successor site(s), “Trailblazer Mentoring Program”); and
- any other Salesforce opportunity posting or networking site that links to the Program Agreement or these Program Terms (each, together with any Salesforce information, data, content and other materials, products and services available through such site, and any successor site(s), a “Networking Site”).

Talent Exchange, Pathfinder Pro Bono Project, Essentials Advisors, Trailblazer Mentoring Program, and any Networking Site are referred to individually as a “Networking Portal” and collectively as “Networking Portals”.

These Program Terms are incorporated by reference into the Program Agreement, and form part of the Agreement between you and the Salesforce Party. Salesforce may also update these Program Terms from time to time, as described in the Program Agreement. Capitalized terms used but not defined in these Program Terms have the meanings given in the Program Agreement. You may not, and you must not, use any Networking Portal unless you have accepted the Agreement.

### 1. Accessing the Pathfinder Pro Bono Project Site

The Pathfinder Pro Bono Project may only be used or accessed by you, in your capacity as an individual, or by you, in your capacity as an employee, contractor, agent or representative of a non-profit Organization on behalf of such Organization. Only individuals who have been accepted by Salesforce into the Salesforce program currently known as the Salesforce Pathfinder Training Program (“Pathfinder Training Program”) may use or access the Pathfinder Pro Bono Project in his or her capacity as an individual. You may be required to accept the Program Terms for the Salesforce Pathfinder Training Program, currently located at pathfinder.salesforce.com/s/terms-and-conditions (“Pathfinder Training Program Terms”) in order to use or access the Pathfinder Pro Bono Project. If you have accepted the Pathfinder Training Program Terms and it applies to your activities in connection with the Pathfinder Pro Bono Project, then, in the event of any irreconcilable conflict between the Pathfinder Training Program Terms and the Program Agreement and these Program Terms, the Pathfinder Training Program Terms will control to the extent of such conflict with respect to such activities. In addition, the Pathfinder Pro Bono Project may be used or accessed only through the Chatter site made available to you by or on behalf of Salesforce, and the terms applicable to the use of Chatter also apply to your use of the Pathfinder Pro Bono Project. In the event of any irreconcilable conflict between such terms and the Program Agreement and these Program Terms, such terms will control to the extent of such conflict with respect to such activities. Notwithstanding the foregoing, nothing in the Pathfinder Training Program Terms will

limit your obligations to (or limit the rights of) any Salesforce Affiliated Party under the Agreement, or expand your rights (or expand the obligations of any Salesforce Affiliated Party) under the Agreement.

## 2. Rules of Conduct; Remedial Actions

Without limiting the AUP or the Rules of Conduct contained in the Program Agreement, in connection with any Networking Portal, you will not (and you will not allow your users or any third party to):

- Create more than one Profile Page (defined below) for yourself or for a corporation, non-profit organization, or other entity for the same Networking Portal.
- Share, transfer or otherwise disclose any solution to any Training Materials (defined below) for any personal gain or commercial advantage, or for any purpose other than educational instruction.
- Share or transfer any certification, badge, superbadge, or any other similar credential earned on any Networking Portal or any of your other Networking Portal activities or any of your Networking Portal accounts (including your login credentials for any Networking Portal account) for any purpose.
- Falsely state or otherwise misrepresent information related to the use of any Networking Portal, including your (or your users' or third parties') learning progress, or the number or types of badges that you (or your users or any third parties) have earned through use of any Networking Portal.

## 3. Proprietary Rights

Subject to the terms of the Agreement, Salesforce hereby grants to you a revocable, non-exclusive, non-transferable, limited and personal right (without the right to authorize any third party) to use (a) the information, data, content and other materials, products and services available on the training pages of, or otherwise identified as training materials in, the Networking Portals (collectively, "Training Materials"), as made available by Salesforce to you, solely for your own non-commercial personal, professional or educational purposes, including to learn skills for your current position, to learn skills for a future position, to earn a Salesforce credential, and/or to learn about Salesforce; and (b) each Networking Portal (excluding any Training Materials) as made available by Salesforce to you, solely in accordance with any applicable documentation. Please note that information, data, content and other materials available on or through the Networking Portals may contain or constitute Third Party Materials (e.g., Training Materials may contain Third Party Materials or as described in Section 4 below) and/or other Salesforce products or services (including other Programs), and the foregoing right may be subject to additional terms, conditions and policies (including other Program Terms).

Notwithstanding the foregoing, if you are an employee, agent or representative of Salesforce, you are not authorized to use any Networking Portal, except as instructed by Salesforce in your capacity as an employee, agent or representative of Salesforce and only in accordance with such instructions.

## 4. Opportunity Providers and Opportunity Seekers; Mentors and Mentees

**4.1. Generally.** You and other users may have the ability to: (a) submit information, data, content and other materials about your talent needs, including job listings and other opportunities (collectively "Opportunity Provider Materials") on or through a Networking Portal, including on or through any search profile page created by you, functionality, message boards or other forums, chatting, commenting or other messaging functionality or pages of a Networking Portal; (b) submit information, data, content or other materials about your experience and job search criteria, including any résumé or information about you (such as first name, last name, contact information, school or organization, location, Salesforce experience and certifications, and desired role) (collectively, "Opportunity Seeker Materials") on or through a Networking Portal, including on or through any profile page created by you; and (c) submit information, data, content or other materials in connection with your participation in, or application to participate in, the Trailblazer Mentoring Program ("Mentoring Materials"); and (d) create profile pages for yourself and/or your

corporation, non-profit organization, or other entities (Opportunity Provider Materials, Opportunity Seeker Materials, and Mentoring Materials, collectively, “Networking Materials”). Networking Materials are considered Submissions and constitute Third Party Materials.

#### **4.2. Terms Applicable to All Users.**

(a) Users of Networking Portals may engage in one or more of the following activities: (i) submit any Opportunity Provider Materials or create any profile page in connection with filling, or are otherwise seeking to fill, their talent needs (such users, “Opportunity Providers”); (ii) access Opportunity Provider Materials, submit Opportunity Seeker Materials or create a profile page in connection with offering, or are otherwise seeking to offer, their talents (such users, “Opportunity Seekers”); (iii) participate in, or apply to participate in, the Trailblazer Mentoring Program as mentors offering or seeking to offer guidance through the job search, application and interview process (such users, “Mentors”); and (iv) participate in, or apply to participate in, the Trailblazer Mentoring Program as mentees receiving or seeking to receive guidance through the job search, application and interview process (such users “Mentees”).

(b) If you communicate with any other user on or through a Networking Portal, you authorize Salesforce to make available the contents of such communication to such other user, and such contents are considered Submissions.

(c) Without limiting Salesforce’s rights under the Program Agreement with respect to Submissions, you hereby authorize Salesforce to (i) process and analyze, in accordance with the Agreement, any of your Networking Materials and any communication between you and any other user on or through a Networking Portal; (ii) use any of your Opportunity Provider Materials, Opportunity Seeker Materials or Profile to match Opportunity Provider Materials with Opportunity Seeker Materials and (iii) use Mentoring Materials to match Mentors with Mentees.

(d) You acknowledge and agree that your use of (including access to) any Networking Portal (including use of any Training Materials or Networking Materials, or participation in the Trailblazer Mentoring Program) does not make you an employee, contractor, agent or representative of Salesforce, or otherwise create any employment or other legal relationship (other than as parties to the Agreement) between you and Salesforce. In addition, you acknowledge and agree that use of any Networking Portal by any other user does not make such user an employee, agent or representative of Salesforce.

For clarity, Salesforce has no obligation to delete any Networking Materials, and Salesforce may retain Networking Materials indefinitely in its discretion, subject to the Privacy Statement to the extent applicable.

#### **4.3. Opportunity Providers and Mentors.**

(a) If you are an Opportunity Provider or a Mentor, you acknowledge and agree that other users (including Opportunity Seekers and Mentees) may communicate with you, including on or through the applicable Networking Portal or using information you make available in your Networking Materials, and that Salesforce is not responsible for any such communication, which is the sole responsibility of you and such users.

(b) By submitting any Opportunity Provider Materials, you are requesting and authorizing Salesforce to make available such Opportunity Provider Materials to any Opportunity Seekers. By participating in, or applying to participate in, the Trailblazer Mentoring Program as a Mentor, you are requesting and authorizing Salesforce to match you with Mentees and to make available your Mentoring Materials to any Mentee. You acknowledge and agree that any activity by Salesforce under this subsection (b) is without representation or warranty.

(c) Salesforce does not guarantee that (i) any Opportunity Seeker or Mentee will receive, access, read or respond to any of your Networking Materials or your communications, (ii) you will fill any talent needs, or (iii) you will be matched with any Mentee.

(d) You acknowledge and agree that you are responsible for any Networking Materials that you create or submit (including their accuracy, validity, timeliness, completeness, reliability, integrity, quality, legality, usefulness or safety, or any applicable intellectual property rights).

(e) You acknowledge and agree that your Networking Materials are not forums for any user (including Opportunity Seekers and Mentees) to apply for employment or engagement with any party (including with you or Salesforce), and that your receipt or access of any Opportunity Seeker Materials or any Mentoring Materials of a Mentee does not constitute any application for employment or engagement with any party (including with you or Salesforce). Any application for employment or engagement, or creation of an employment relationship or other engagement, is at the volition of both parties and must take place outside of any Networking Portal.

#### **4.4. Opportunity Seekers and Mentees.**

(a) If you are an Opportunity Seeker or a Mentee, you acknowledge and agree that other users (including Opportunity Providers and Mentors) may communicate with you, including on or through the applicable Networking Portal or using information you make available in your Networking Materials, and that Salesforce is not responsible for any such communication, which is the sole responsibility of you and such users.

(b) By submitting any Opportunity Seeker Materials, you are requesting and authorizing Salesforce to make available such Opportunity Seeker Materials to any Opportunity Provider. By participating in, or applying to participate in, the Trailblazer Mentoring Program as a Mentee, you are requesting and authorizing Salesforce to match you with Mentors and to make available your Mentoring Materials to any Mentor. You acknowledge and agree that any activity by Salesforce described in this subsection (b) is without representation or warranty.

(c) Salesforce does not guarantee that (i) any Opportunity Provider or Mentor will receive, access, read or respond to any of your Networking Materials or your communications, (ii) you will be employed or engaged by any Opportunity Provider, or (iii) you will be matched with any Mentor.

(d) You acknowledge and agree that you are responsible for any Networking Materials that you create or submit (including their accuracy, validity, timeliness, completeness, reliability, integrity, quality, legality, usefulness or safety, or any applicable intellectual property rights).

(e) You acknowledge and agree that other users' Networking Materials are not forums for you to apply for employment or engagement with any party (including with any Opportunity Provider or Salesforce), and that your submission of or otherwise making available of any Opportunity Seeker Materials or any Mentoring Materials does not constitute any application for employment or engagement with any party (including with any Opportunity Provider or Salesforce). Any application for employment or engagement, or creation of an employment relationship or other engagement, is at the volition of both parties and must take place outside of any Networking Portal.

**4.5. Disclaimers.** Networking Materials are created by third-party users of Networking Portals (including Opportunity Providers, Opportunity Seekers, Mentors and Mentees) over whom Salesforce exercises no control. Without limiting anything in the Program Agreement, you acknowledge and agree that: (a) Salesforce has no control over, nor is Salesforce responsible for, any communication between you and any other user (including your communication with any Opportunity Provider, Opportunity Seeker, Mentor or Mentee); (b) Salesforce has no obligation to screen any Networking Materials, or to make available any Networking Materials on or through any Networking Portal or any other Program; (c) Salesforce may (but has no obligation to) monitor, evaluate, alter or remove any Networking Materials from any Networking Portal for any or no reason; (d) Salesforce has no control over, nor is Salesforce responsible for, any Networking Materials (including their accuracy, validity, timeliness, completeness, reliability, integrity, quality, legality, usefulness or safety, or any applicable intellectual property rights), including to confirm the accuracy or completeness of any of the foregoing; and (e) Salesforce has no obligation to confirm the identity of any Opportunity Provider, Opportunity Seeker, Mentor, Mentee or other user who creates and/or submits, or responds to, any Networking Materials. WITHOUT LIMITING THE DISCLAIMER OF WARRANTIES AND CONDITIONS IN THE PROGRAM AGREEMENT, SALESFORCE ASSUMES NO RESPONSIBILITY, AND DISCLAIMS ALL LIABILITY, FOR ANY NETWORKING MATERIALS, ANY RESULTS OF ANY SEARCH FUNCTIONALITY OR ANY RESPONSE TO ANY NETWORKING MATERIALS, INCLUDING THEIR ACCURACY, VALIDITY, TIMELINESS, COMPLETENESS, RELIABILITY, INTEGRITY, QUALITY, LEGALITY, USEFULNESS AND SAFETY.

## **5. Third Party Sites**

The Networking Portals may contain links to other sites on the Internet that are owned or operated by a third party (“Third Party Sites”). Salesforce may modify or remove any such links at any time. You acknowledge and agree that Salesforce is not responsible or liable for any such third party or the availability of, or any products, services, information, data, content, and other materials available on or through any Third Party Sites (which products, services, information, data, content, and other materials are Third Party Materials).

## **6. Survival**

Sections 1, 2, 4, 5 and 6 of these Program Terms will survive termination of the Program Agreement or these Program Terms.

## PROGRAM TERMS FOR THE SALESFORCE DEVELOPERS PROGRAM

These Program Terms for the Salesforce Developers Program (“Program Terms”) apply to the use of (including any access to) the Salesforce Developers Program. The “Salesforce Developers Program” means (a) the site currently located at developer.salesforce.com or any other Salesforce developer site that links to these Program Terms, any prior versions of the Salesforce Developers site (including the DeveloperForce site previously located at or accessible through developerforce.com and the Developer Force site previously located at or accessible through developer.force.com) and any successor site(s) (collectively, the “Salesforce Developers Site”); (b) Developer Content; (c) Developer Tools; and (d) Pre-Release Products. In addition, please note that these Program Terms contain certain provisions regarding Open Source Content (as defined below).

These Program Terms are incorporated by reference into the Program Agreement, and form part of the Agreement between you and the Salesforce Party. Salesforce may also update these Program Terms from time to time, as described in the Program Agreement. Capitalized terms used but not defined in these Program Terms have the meanings given in the Program Agreement. You may not, and you must not, use the Salesforce Developers Program unless you accept the Agreement.

### 1. Your Salesforce Developers Account

If you register for or use a Salesforce Account in connection with the Salesforce Developers Site, please note that certain of your information may be publicly displayed or otherwise viewable by others (e.g., administrators or others within an Organization) by default, including Registration Information. In addition, certain information related to your use of the Salesforce Developers Program, such as your posts and replies in forums, may be publicly displayed through or in connection with the Salesforce Developers Program or otherwise viewable by others.

### 2. Proprietary Rights

**2.1. Use of Salesforce Developers Site.** Subject to the terms of the Agreement, Salesforce hereby grants to you a revocable, non-exclusive, non-transferable, limited and personal right (without the right to authorize any third party) to use the Salesforce Developers Site, as made available by Salesforce to you, solely in accordance with any applicable documentation.

#### 2.2. Use of Developer Content and Developer Tools.

- (a) Subject to the terms of the Agreement, Salesforce hereby grants to you a revocable, non-exclusive, non-transferable, limited and personal right (without the right to authorize any third party) to use Developer Content and Developer Tools, as made available by Salesforce to you, solely in accordance with any applicable documentation, and solely in connection with your development activities on salesforce.com development platforms. You agree to comply with any additional terms made available by Salesforce with respect to any Developer Tool (“Developer Tool Terms”), and, to the extent of any conflict or inconsistency between the Agreement and such Developer Tool Terms, the Developer Tool Terms will control solely with respect to the applicable Developer Tool. “Developer Content” means any articles, white papers, webinars, RSS feeds, newsletters, documentation, books, publications, resources and sample code owned by Salesforce and made available by Salesforce through the Salesforce Developers Site, excluding any Pre-Release Products, Developer Tools and salesforce.com development platforms. “Developer Tools” means any tools and toolkits owned by Salesforce and made available by Salesforce through the Salesforce Developers Site, excluding any Pre-Release Products and salesforce.com development platforms.
- (b) You may not, without Salesforce’s prior written consent, access or use any Developer Content or Developer Tool to Commercially Distribute (as defined below) your product or service to third parties unless you are authorized to do so pursuant to a separate agreement with Salesforce. Any violation of the preceding sentence shall be deemed a material breach of this Agreement. You “Commercially Distribute” your product or service if installation, access

and/or use of any version of your product or service, or its features or capabilities, requires the payment of fees of any kind to you (including, e.g., if your product or service integrates with or makes use of any application or other product or service for which you collect fees, or if your product or service is provided under a “freemium” payment model).

### **2.3. Use of Sample Code and SDKs.**

- (a) Subject to the terms of the Agreement, Salesforce hereby grants to you a revocable, non-exclusive, non-transferable, limited and personal right (without the right to authorize any third party) to (i) incorporate Developer Content that constitutes sample code or derivative works of sample code (“Sample Code”), and Developer Tools that constitute software development kits (“SDKs”), into your products or services, solely in accordance with any applicable documentation, and solely in connection with your development activities on salesforce.com development platforms, and (ii) subject to Section 2.3(b) below, distribute or otherwise make available such Sample Code and SDKs as incorporated into such products or services.
- (b) You may not, without Salesforce’s prior written consent, Commercially Distribute your product or service that incorporates any Sample Code or SDKs to third parties unless you are authorized to do so pursuant to a separate agreement with Salesforce. Any violation of the preceding sentence shall be deemed a material breach of this Agreement.
- (c) For clarity, these Program Terms do not permit you to (and you must not) use any Developer Content or Developer Tools (including any Sample Code or SDKs) for any other purpose, including by distributing or otherwise making available any Sample Code or SDK other than as incorporated into your products or services.

**2.4. Open Source Projects.** Salesforce may make available open source projects on or through the Salesforce Developers Site or on or through third-party software repository hosting services (e.g., Github) in connection with the Salesforce Developers Program. Any open source code available in connection with any such open source project (“Open Source Content”) may be the proprietary work of a third party (in which case it is considered Third Party Materials) and may be subject to additional terms, conditions and policies. Any use of Open Source Content is governed by the applicable open source license (including the terms of the license, if any, that accompanies the applicable project). If you are initiating any open source project on or through the Salesforce Developers Site, you must make the applicable Open Source Content available under open source license terms.

### **2.5. Pre-Release Products.**

- (a) Salesforce may make available to you certain pre-release products or services of Salesforce or a third party, including pre-release products or services that are not generally available to customers (each, a “Pre-Release Product”). Subject to the terms of the Agreement, Salesforce hereby grants to you a revocable, non-exclusive, non-transferable, limited and personal right (without the right to authorize any third party) to use Pre-Release Products owned by Salesforce, solely in accordance with any applicable documentation and additional terms made available by Salesforce, and solely for your own evaluation and testing purposes in connection with your development activities on Salesforce development platforms. For clarity, Pre-Release Products of third parties are considered Third Party Materials. Your use of any Pre-Release Product is at your own sole discretion and risk.
- (b) Any information, data, content or other materials disclosed or otherwise made available by Salesforce to you in connection with any Pre-Release Product will constitute Confidential Information. You must not use any Confidential Information related to any Pre-Release Product, except in connection with your authorized use of the Pre-Release Product.
- (c) You will provide ongoing feedback to Salesforce regarding any Pre-Release Product you use, and such feedback will be deemed Feedback.

**2.6. Interoperation with Third Party Materials.** Certain Developer Content, Developer Tools and Pre-Release Products are designed to interoperate with Third Party Materials. In connection with your use of such Developer Content, Developer Tools or Pre-Release Products, you may be required to obtain access to Third Party Materials, and

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## **6. Survival**

Sections 1, 2.2(b), 2.3(b), 2.3(c), 2.5(b), 2.5(c), 2.7, 3, 4, 5 and 6 of these Program Terms will survive termination of the Program Agreement or these Program Terms.