

## **Order Form Supplement for Salesforce1 for Windows**

This is a legally binding agreement. Please read it carefully. By clicking "I Accept", or installing or using the Salesforce1 for Windows software and/or any updates to such software provided by salesforce.com (the "Software"), you:

- agree to the following terms on behalf of the Salesforce customer with which you are employed, affiliated or associated (the "Customer"),
- represent that you have the authority to bind the Customer to these terms, and
- represent that you are an authorized User under the master subscription agreement between salesforce.com and the Customer (the "Master Subscription Agreement").

If you do not have such authority, are not an authorized User, or do not agree to these terms, you may not install or use the Software.

This Order Form Supplement was last updated on November 17, 2014. It is effective between the Customer and salesforce.com as of the date you first download, install or use the Software, whichever is earliest.

### **1. THIS ORDER FORM SUPPLEMENT**

This Order Form Supplement is a part of each Order Form by which the Customer ordered the Salesforce1 service (including, but not limited to, the Salesforce Files component of the Salesforce Chatter service), or a Salesforce service incorporating the Salesforce1 service (an "Order Form"). The Order Form and this Order Form Supplement are governed by the Master Subscription Agreement. This Order Form Supplement adjusts certain terms of the Master Subscription Agreement, solely with respect to the Software. Capitalized terms used but not defined in this Order Form Supplement have the meanings given to them in the Master Subscription Agreement.

### **2. THE SOFTWARE**

The Software allows Salesforce1 customers to use the Salesforce1 service from Supported Devices. A "Supported Device" is a combination of a Windows-enabled device model and relevant Windows software version(s) that is supported by the Software. The Software is provided by salesforce.com as a component of the Salesforce1 service.

### **3. WHO YOU ARE CONTRACTING WITH**

This Order Form Supplement is being entered into between the salesforce.com entity named on the Order Form (either salesforce.com, inc., salesforce.com Canada Corporation, salesforce.com EMEA Limited, salesforce.com Singapore Pte Ltd, or Salesforce.com Kabushiki Kaisha) ("salesforce.com") and the Customer. In this Order Form Supplement, the term "salesforce.com" means that entity.

### **4. SOFTWARE LICENSE**

The Software, including software embedded in the Software, is licensed, not sold, to the Customer by salesforce.com only under the terms of the Master Subscription Agreement, the Order Form and this Order Form Supplement, and salesforce.com reserves all rights not expressly granted to the Customer. This Software may include some third-party software; please see the Documentation for additional notices required by our licensors. The Customer or you own the media or device on which the Software is recorded or stored but salesforce.com retains ownership of the Software itself.

## 5. PERMITTED LICENSE USES AND RESTRICTIONS

(a) This Order Form Supplement allows you, as an authorized User under the Master Subscription Agreement, to use the Software on any Supported Device and on no other devices.

(b) You may not distribute or make the Software available over a network where it could be used by multiple devices at the same time.

(c) With respect to updates to the Software that salesforce.com may make available for download, this Order Form Supplement allows you to download such Software updates to update or restore the Software on any Supported Device.

(d) Except as and only to the extent permitted by applicable law, or by licensing terms governing use of open-sourced components included with the Software, neither you nor any other Customer personnel may copy, decompile, reverse engineer, disassemble, attempt to derive the source code of, decrypt, modify, or create derivative works of the Software or Software updates, or any part thereof. Any attempt to do so is a violation of the rights of salesforce.com and its licensors. If you or any other Customer personnel violate this restriction, you or they, and the Customer, may be subject to prosecution and damages.

(e) Neither you nor the Customer may rent, lease, lend, redistribute or sublicense the Software. The Customer may, however, allow other authorized Users under the Master Subscription Agreement to use the Software in connection with a re-assignment of the Supported Device to another authorized User under the Master Subscription Agreement.

(f) The Software is available only for Supported Devices, and is not available for all devices. Please check [www.salesforce.com](http://www.salesforce.com) or contact your salesforce.com representative to determine whether a specific device-Windows software combination is supported by the Software.

(g) In addition to mobile applications offered by salesforce.com (and for purposes of this section 5(g), "salesforce.com" shall include any Affiliates of salesforce.com), salesforce.com may offer platforms for the creation of third-party mobile applications, including but not limited to the Salesforce1 platform. Third parties may obtain information from, or access data stored on, Users' mobile devices to provide services associated with any third-party mobile applications that Users download, install, use, or otherwise interact with over a salesforce.com platform. Salesforce.com's mobile applications may also contain links or integrations to other mobile applications provided by third parties. Salesforce.com is not responsible for the security and privacy of data collected

through third-party mobile applications or the privacy and security practices of the foregoing third parties.

## 6. TERM AND TERMINATION

Salesforce.com may terminate this Order Form Supplement at any time upon 30 days' notice to Customer without cause, or immediately upon notice to the Customer if any third party (including, but not limited to, Microsoft, or your network connectivity provider) restricts, prevents or ceases to authorize the installation or use of the Software on your Supported Device or over your network. In addition, this Order Form Supplement shall terminate immediately and automatically upon any termination or expiration of the Customer's subscription to the Salesforce1 service. Upon any such termination or expiration, the Customer (including you) shall no longer be permitted to use the Software, and shall delete or destroy all copies of the Software in its (including your) possession.

Termination of this Order Form Supplement shall not entitle the Customer to any refund, credit, or other compensation from salesforce.com under the Master Subscription Agreement or any other agreement or from any third party.

## 7. SERVICE LEVEL AGREEMENT

Any service level agreement in effect between the Customer and salesforce.com shall not apply to the Software.

## 8. TERMS REQUIRED BY MICROSOFT CORPORATION ("MICROSOFT").

(a) This Order Form Supplement is between the Customer and salesforce.com only, and not with Microsoft. Salesforce.com is solely responsible for the Software.

(b) The license granted for the Software permits you to use the Software on up to five Supported Devices that are associated with your Microsoft account.

(c) Salesforce.com is solely responsible for providing maintenance and support for the Software. Microsoft, your Supported Device's manufacturer(s), and your network operator(s) have no obligation to provide maintenance and support for the Software. Support requests, as well as questions, complaints or claims regarding the Software, may be directed to salesforce.com Customer Support, which Users may contact by (i) logging a case by logging into the Service, clicking "Help & Training" and then "Log a Case," providing the requested information and clicking "Submit," or (ii) calling salesforce.com customer support at +1-415-901-7010 (U.S. Pacific Time), +353-1- 440-3503 (Greenwich Mean Time) or +65-6302-5700 (Australian Eastern Time).

(d) To the fullest extent permitted by law, the Software is licensed "as is," "with all faults," and "as available" and you bear all risk of using it. Salesforce, on behalf of itself and Microsoft and on behalf of both companies' respective affiliates, vendors, agents, and suppliers, gives no express warranties, guarantees, or conditions in relation to the Software. You may have additional consumer rights under your local laws that this Order Form Supplement cannot change.

Salesforce and Microsoft exclude any implied warranties or conditions, including those of merchantability, fitness for a particular purpose and non-infringement.

(e) To the extent not prohibited by law, you can recover from Salesforce only direct damages up to the amount you paid for the Software or \$1.00 USD, whichever is greater. You will not, and waive any right to, seek to recover any other damages, including consequential, lost profits, special, indirect or incidental damages from Salesforce. This limitation applies to anything related to Software or the services made available through the Software, and claims for breach of contract, breach of warranty, guarantee or condition, strict liability, negligence, or other tort to the extent permitted by applicable law. This limitation also applies even if repair, replacement, or refund for the Software does not fully compensate you for any losses; or if Salesforce knew or should have known about the possibility of damages.

Please indicate whether you agree to the terms of this Order Form Supplement.