The Information Lab

TERMS AND CONDITIONS FOR
THE SUPPLY OF SERVICES AND
SOFTWARE

1. **Definitions**

In these Conditions, the following definitions apply:

Access Confirmation: the provision of access to use the Software (and *Offer to Access Confirmation* means the provision of access to use the Software on acceptance of the End User Licence Agreement).

Alteryx: Alteryx Inc of 230 Commercial Drive, Suite 250, Irvine, California 92602, USA.**Business Day**: a day (other than a Saturday, Sunday or a public holiday) when banks in London are open for business.

Charges: the charges payable by the Client for the purchase of the Software and or the supply of the Services.

Conditions: these terms and conditions as amended from time to time.

Contract: the contract between the Client and the Information Lab for the purchase of Software and or the supply of Services in accordance with these Conditions.

Deliverables: all documents, products and materials developed by the Information Lab or its agents, contractors and employees as part of or in relation to the Software or the Services in any form or media, including without limitation drawings, maps, plans, diagrams, designs, pictures, computer programs, data, specifications and reports (including drafts).

End User Licence Agreement: the agreement between the Client and the Provider in the form attached hereto or as amended from time to time in accordance with its terms.

Intellectual Property Rights: all patents, rights to inventions, utility models, copyright and related rights, trade marks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database right, topography rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world.

Order: the Client's order for the purchase of the Software and or the supply of Services, as set out in the Client's purchase order form or in the Client's written acceptance of the Information Lab's proposal or as otherwise set out overleaf.

Provider: *Either* Tableau and/or Alteryx as referenced in the Order or such other software provider agreed between the Client and the Information Lab.

Services: the services, including without limitation any Deliverables, to be provided by the Information Lab under the Contract as set out in the Specification.

Software: the software identified by the Client and the Information Lab in the Order and then made available to the Client by the Provider under the End User Licence Agreement.

Specification: the description or specification for the Software and or the Services in the Order or as otherwise agreed in writing by the Client and the Information Lab from time to time or as amended as required by any applicable statutory or regulatory requirements.

Tableau: Tableau Software Inc of 837 North 34th Street Suite 400 Seattle Washington 98103, USA.

2. Basis of contract

The Order constitutes an offer by the Client to purchase the Software and / or the Services in accordance with these Conditions.

The Order shall be deemed to be accepted on the earlier of the Information Lab issuing written acceptance of the Order or any act by the Information Lab consistent with fulfilling the Order, at which point and on which date the Contract shall come into existence (the "Commencement Date").

3. Software

The Client acknowledges that the Software is provided by the Provider and the Client agrees to accept and be bound by the terms of the End User Licence Agreement which they will be required to enter into before they are provided with Access Confirmation.

For the avoidance of any doubt any failure by the Client to accept the terms of the End User Licence Agreement after the Commencement Date is at the Client's absolute discretion and does not affect the Contract or the Client's contractual obligation to pay for the Software.

4. Supply of Services

The Information Lab shall from the Commencement Date or the date set in the Order (as appropriate), for the duration of this Contract, provide the Services to the Client in accordance with the terms of the Contract.

The Information Lab shall meet any performance dates for the Services specified in the Order or as otherwise agreed between the Information Lab and the Client.

In providing the Services, the Information Lab shall:

(a) where individual staff are named in the Order, make every reasonable effort to ensure these staff are used. If changes in named staff are necessary, give reasonable notice of the changes and provide you with details of the replacement staff.

(b) co-operate with the Client in all matters relating to the Services, and comply with all instructions of the Client;

(c) perform the Services with the best care, skill and diligence in accordance with best practice in the Information Lab's industry, profession or trade;

(d) use personnel who are suitably skilled and experienced to perform tasks assigned to them, and in sufficient number to ensure that the Information Lab's obligations are fulfilled in accordance with this Contract;

(e) ensure that the Services and Deliverables will conform with all descriptions and specifications set out in the Specification, and that the Deliverables shall be fit for any purpose expressly or impliedly made known to the Information Lab by the Client;

(f) provide all equipment, tools and vehicles and such other items as are required to provide the Services;

(g) use the best quality software, materials, standards and techniques, and ensure that the Deliverables, and all software and materials supplied and used in the Services or transferred to the Client, will be free from defects in workmanship, installation and design;

(h) obtain and at all times maintain all necessary licences and consents, and comply with all applicable laws and regulations;

(i) observe all health and safety rules and regulations and any other security requirements that apply at any of the Client's premises;

(j) hold all materials, equipment and tools, drawings, specifications and data supplied by the Client to the Information Lab *("Client Materials")* in safe custody at its own risk, maintain the Client Materials in good condition until returned to the Client, and not dispose or use the Client Materials other than in accordance with the Client's written instructions or authorisation; and

(k) not do or omit to do anything which may cause the Client to lose any licence, authority, consent or permission on which it relies for the purposes of conducting its business, and the Information Lab acknowledges that the Client may rely or act on the Services.

5. Client's obligations

The Client shall provide the Information Lab with such information as the Information Lab may reasonably request for the purpose of providing the Services.

6. Charges and payment

The Charges for the Services shall be set out in the Order, and shall be the full and exclusive remuneration of the Information Lab in respect of the purchase of Software or the performance of the Services. Unless otherwise agreed in writing by the Client, the Charges shall include every cost and expense of the Information Lab directly or indirectly incurred in connection with the purchase of the Software or the performance of the Services.

The Information Lab shall invoice the Client either (i) on the Offer of Access Confirmation (ii) thirty days before the Billing Date in the Order or (iii) in the case of provision of services, invoices shall be presented at monthly or quarterly intervals. Each invoice shall include such supporting information required by the Client to verify the accuracy of the invoice, including but not limited to the relevant purchase order number.

In consideration of the supply of the Software or the Services by the Information Lab, the Client shall pay the invoiced amounts within thirty days of the date of a correctly rendered invoice, unless otherwise agreed in the Order, to a bank account nominated in writing by the Information Lab.

All amounts payable by the Client under the Contract are exclusive of amounts in respect of value added tax chargeable for the time being. Where any taxable supply for VAT purposes is made under the Contract by the Information Lab to the Client, the Client shall, on receipt of a valid VAT invoice from the Information Lab, pay to the Information Lab such additional amounts in respect of VAT as are chargeable on the supply of the Services at the same time as payment is due for the supply of the Services.

If the Client fails to pay any amount properly due and payable by it under the Contract, the Information Lab shall have the right to charge interest on the overdue amount at the rate of three per cent per annum above the base rate for the time being of Barclays Bank plc accruing on a daily basis from the due date up to the date of actual payment, whether before or after judgment. This clause shall not apply to payments that the Client disputes in good faith.

The Information Lab shall maintain complete and accurate records of the time spent and materials used by the Information Lab in providing the Services, and shall allow the Client to inspect such records at all reasonable times on request.

7. Intellectual property rights

The Information Lab assigns to the Client, with full title guarantee and free from all third party rights, all Intellectual Property Rights in the products of the Services, (including for the avoidance of doubt the Deliverables) which are specified to be assigned in the Order.

8. Insurance

For the duration of the Contract, the Information Lab shall maintain in force, with a reputable insurance company, professional indemnity insurance and public liability insurance to cover the liabilities that may arise under or in connection with the Contract and shall, on the Client's request, produce both the insurance certificate giving details of cover and the receipt for the current year's premium in respect of each insurance.

9. Warranties and Limit of Liability

The Information Lab shall procure that the Client receives from the Provider the Software warranties as set out in clause 7 of the Provider's End User Licence Agreement attached hereto.

Nothing in these Conditions shall limit or exclude the Information Lab's liability for death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors or for fraud or fraudulent misrepresentation.

Save as set out above and, in connection with the Software, on the basis of the intention for the Client to enter into the End User Licence Agreement and, in connection with the Services the extent of the Services offered, the Information Lab shall under no circumstances whatever be liable to the Client, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with the Contract.

Except as set out in these Conditions, all warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Contract.

10. Confidentiality

A party (the "Receiving Party") shall keep in strict confidence all technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to, or otherwise obtained by, the Receiving Party by the other party (the "Disclosing Party"), its employees, agents or subcontractors, and any other confidential information concerning the Disclosing Party's business or its products or its services which the Receiving Party may obtain. The Receiving Party shall restrict disclosure of such confidential information to such of its employees, agents or subcontractors as need to know it for the purpose of discharging the Receiving Party's obligations under the Contract, and shall ensure that such employees, agents or subcontractors are subject to obligations of confidentiality corresponding to those which bind the Receiving Party. This clause shall survive termination of the Contract.

11. Termination

Without limiting its other rights or remedies, either party may terminate the Contract with immediate effect by giving written notice to the other if:

(a) the other party commits a material or persistent breach of the Contract and (if such a breach is remediable) fails to remedy that breach within twenty one days of receipt of notice in writing of the breach;

(b) the other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or (being an individual) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986 or (being a partnership) has any partner to whom any of the foregoing apply;

(c) the other party suspends or threatens to suspend, or ceases or threatens to cease to carry on, all or a substantial part of its business; or

Without limiting its other rights or remedies, either party may terminate the Contract for Services by giving the other [one months' written notice.

12. Consequences of termination

On termination of the Contract for any reason:

(a) the Client shall immediately pay to the Information Lab all of the Information Lab's outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has yet been submitted, the Information Lab shall submit an invoice, which shall be payable by the Client immediately on receipt;

(b) the Client shall return all of the Information Lab Materials and any Deliverables which have not been fully paid for. If the Client fails to do so, then the Information Lab may enter the Client's premises and take possession of them. Until they have been returned, the Client shall be solely responsible for their safe keeping and will not use them for any purpose not connected with this Contract;

(c) the accrued rights and remedies of the parties as at termination shall not be affected, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry; and

(d) clauses which expressly or by implication have effect after termination shall continue in full force and effect.

13. Force Majeure

Neither party shall be liable to the other as a result of any delay or failure to perform its obligations under the Contract if and to the extent such delay or failure is caused by an event or circumstance which is beyond the reasonable control of that party which by its nature could not have been foreseen by such a party or if it could have been foreseen was unavoidable. If such event or circumstances prevent the Information Lab from providing any of the Services for more than [four] weeks, the Client shall have the right, without limiting its other rights or remedies, to terminate this Contract with immediate effect by giving written notice to the Information Lab.

14. Assignment and subcontracting

The Client may at any time assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights under the Contract and may subcontract or delegate in any manner any or all of its obligations under the Contract to any third party or agent.

15. Notices

Any notice or other communication required to be given to a party under or in connection with this Contract shall be in writing and shall be delivered to the other party personally or sent by prepaid first-class post, recorded delivery or by commercial courier, at its registered office (if a company) or (in any other case) its principal place of business, or sent by fax to the other party's main fax number.

Any notice or communication shall be deemed to have been duly received if delivered personally, when left at the address referred to above or, if sent by prepaid first-class post or recorded delivery, at [9.00 am] on the [second] Business Day after posting, or if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed, or if sent by fax, on the next Business Day after transmission.

For the purposes of this clause, "writing" shall not include e-mails and for the avoidance of doubt notice given under this Contract shall not be validly served if sent by e-mail.

16. Waiver and cumulative remedies

A waiver of any right under the Contract is only effective if it is in writing and shall not be deemed to be a waiver of any subsequent breach or default. No failure or delay by a party in exercising any right or remedy under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor preclude or restrict its further exercise. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

Unless specifically provided otherwise, rights arising under the Contract are cumulative and do not exclude rights provided by law.

17. Severance

If a court or any other competent authority finds that any provision (or part of any provision) of the Contract is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed deleted, and the validity and enforceability of the other provisions of the Contract shall not be affected.

If any invalid, unenforceable or illegal provision of the Contract would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

18. No partnership

Nothing in the Contract is intended to, or shall be deemed to, constitute a partnership or joint venture of any kind between any of the parties, nor constitute any party the agent of another party for any purpose. No party shall have authority to act as agent for, or to bind, the other party in any way.

19. Third parties

A person who is not a party to the Contract shall not have any rights under or in connection with it.

20. Variation

Any variation, including any additional terms and conditions, to the Contract shall only be binding when agreed in writing and signed by Client.

21. Governing law and jurisdiction

The Contract, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with, English law, and the parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales.

22. Construction

In these Conditions, the following rules apply: a **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality);a reference to a party includes its [personal representatives,] successors or permitted assigns; a reference to a statute or statutory provision is a reference to such statute or statutory provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted; any phrase introduced by the terms **including**, **include**, **in particular** or any similar expression shall be construed as illustrative and shall

not limit the sense of the words preceding those terms; and a reference to **writing** or **written** includes faxes and e-mails.

Section 2 : End User Licensing Agreements (where relevant for license purchases)

MAIN SERVICES AGREEMENT

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

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

BY ACCEPTING THIS AGREEMENT, BY (1) CLICKING A BOX INDICATING ACCEPTANCE, (2) EXECUTING AN ORDER FORM THAT REFERENCES THIS AGREEMENT, OR (3) USING FREE SERVICES, CUSTOMER AGREES TO THE TERMS OF THIS AGREEMENT. IF THE INDIVIDUAL ACCEPTING THIS AGREEMENT IS ACCEPTING ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, SUCH INDIVIDUAL REPRESENTS THAT THEY HAVE THE AUTHORITY TO BIND SUCH ENTITY AND ITS AFFILIATES TO THESE TERMS AND CONDITIONS, IN WHICH CASE THE TERM "CUSTOMER" SHALL REFER TO SUCH ENTITY AND ITS AFFILIATES. IF THE INDIVIDUAL ACCEPTING THIS AGREEMENT DOES NOT HAVE SUCH AUTHORITY, OR DOES NOT AGREE WITH THESE TERMS AND CONDITIONS, SUCH INDIVIDUAL MUST NOT ACCEPT THIS AGREEMENT AND MAY NOT USE THE SERVICES.

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

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

This Agreement was last updated on October 16, 2023. It is effective between Customer and SFDC as of the date of Customer's accepting this Agreement (the "Effective Date").

1. **DEFINITIONS**

   "**Affiliate**" means any entity that directly or indirectly controls, is controlled by, or is under common control with the subject entity. "Control," for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.

   "**Agreement**" means this Main Services Agreement.

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

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

   "**Customer**" means in the case of an individual accepting this Agreement on his or her own behalf, such individual, or in the case of an individual accepting this Agreement on behalf of a company or other legal entity, the company or other legal entity for which such individual is accepting this Agreement, and Affiliates of that company or entity (for so long as they remain Affiliates) which have entered into Order Forms.

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

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

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

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

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

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

"**Order Form**" means an ordering document or online order specifying the Services to be provided hereunder that is entered into between Customer and SFDC or any of their Affiliates, including any addenda and supplements thereto. By entering into an Order Form hereunder, an Affiliate agrees to be bound by the terms of this Agreement as if it were an original party hereto.

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

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

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

"**User**" means, in the case of an individual accepting these terms on his or her own behalf, such individual, or, in the case of an individual accepting this Agreement on behalf of a company or other legal entity, an individual who is authorized by Customer to use a Service, for whom Customer has purchased a subscription (or in the case of any Services provided by SFDC without charge, for whom a Service has been provisioned), and to whom Customer (or, when applicable, SFDC at Customer's request) has supplied a user identification and password (for Services utilizing authentication). Users may include, for example, employees, consultants, contractors and agents of Customer, and third parties with which Customer transacts business.

2. SFDC RESPONSIBILITIES

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

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

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

2.3 **SFDC Personnel.** SFDC will be responsible for the performance of its personnel (including its employees and contractors) and their compliance with SFDC's obligations under this Agreement, except as otherwise specified in this Agreement.

2.4 **Beta Services.** From time to time, SFDC may make Beta Services available to Customer at no charge. Customer may choose to try such Beta Services or not in its sole discretion. Any use of Beta Services is subject to the Beta Services terms at https://www.salesforce.com/company/legal/agreements/.

2.5 **Free Trial.** If Customer registers on SFDC's or an Affiliate's website for a free trial, SFDC will make the applicable Service(s) available to Customer on a trial basis free of charge until the earlier of (a) the end of the free trial period for which Customer registered to use the applicable Service(s), or (b) the start date of any Purchased Service subscriptions ordered by Customer for such Service(s), or (c) termination by SFDC in its sole discretion. Additional trial terms and conditions may appear on the trial registration web page. Any such additional terms and conditions are incorporated into this Agreement by reference and are legally binding.

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

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

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

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

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

3. USE OF SERVICES AND CONTENT

3.1 Subscriptions. Unless otherwise provided in the applicable Order Form or Documentation, (a) Purchased Services and access to Content are purchased as subscriptions for the term stated in the applicable Order Form or in the applicable online purchasing portal, (b) subscriptions for Purchased Services may be added during a subscription term at the same pricing as the underlying subscription pricing, prorated for the portion of that subscription term remaining at the time the subscriptions are added, and (c) any added subscriptions will terminate on the same date as the underlying subscriptions. Customer agrees that its purchases are not contingent on the delivery of any future functionality or features, or dependent on any oral or written public comments made by SFDC regarding future functionality or features.

3.2 Usage Limits. Services and Content are subject to usage limits specified in Order Forms and Documentation. If Customer exceeds a contractual usage limit, SFDC may work with Customer to seek to reduce Customer's usage so that it conforms to that limit. If, notwithstanding SFDC's efforts, Customer is unable or unwilling to abide by a contractual usage limit, Customer will execute an Order Form for additional quantities of the applicable Services or Content promptly upon SFDC's request, and/or pay any invoice for excess usage in accordance with the "Invoicing and Payment" section below.

3.3 Customer Responsibilities. Customer will (a) be responsible for Users' compliance with this Agreement, Documentation and Order Forms, (b) be responsible for the accuracy, quality and legality of Customer Data, the means by which Customer acquired Customer Data, Customer's use of Customer Data with the Services, and the interoperation of any Non-SFDC Applications with which Customer uses Services or Content, (c) use commercially reasonable efforts to prevent unauthorized access to or use of Services and Content, and notify SFDC promptly of any such unauthorized access or use, (d) use Services and Content only in accordance with this Agreement, Documentation, the Acceptable Use and External Facing Services Policy and the Artificial Intelligence Acceptable Use Policy both available at https://www.salesforce.com/company/legal/agreements/, Order Forms and applicable laws and government regulations, and (e) comply with terms of service of any Non-SFDC Applications with which Customer uses Services or Content. Any use of the Services in breach of the foregoing by Customer or Users that in SFDC's judgment threatens the security, integrity or availability of SFDC's services, may result in SFDC's immediate suspension of the Services, however SFDC will use commercially reasonable efforts under the circumstances to provide Customer with notice and an opportunity to remedy such violation or threat prior to any such suspension.

3.4 Usage Restrictions. Customer will not (a) make any Service or Content available to anyone other than Customer or Users, or use any Service or Content for the benefit of anyone other than Customer or its Affiliates, unless expressly stated otherwise in an Order Form or the Documentation, (b) sell, resell, license, sublicense, distribute, rent or lease any Service or Content, or include any Service or Content in a service bureau or outsourcing offering, (c) use a Service or Non-SFDC Application to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights, (d) use a Service or Non-SFDC Application to store or transmit Malicious Code, (e) interfere with or disrupt the integrity or performance of any Service or third-party data contained therein, (f) attempt to gain unauthorized access to any Service or Content or its related systems or networks, (g) permit direct or indirect access to or use of any Services or Content in a way that circumvents a contractual usage limit, or use any Services to access, copy or use any of SFDC intellectual property except as permitted under this Agreement, an Order Form, or the Documentation, (h) modify, copy, or create derivative works of a Service or any part, feature, function or user interface thereof, (i) copy Content except as permitted herein or in an Order Form or the Documentation, (j) frame or mirror any part of any Service or Content, other than framing on Customer's own intranets or otherwise for its own internal business purposes or as permitted in the Documentation, (k) except to the extent permitted by applicable law, disassemble, reverse engineer, or decompile a Service or Content or access it to (1)

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

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

4. **NON-SFDC PRODUCTS AND SERVICES**

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

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

5. **FEES AND PAYMENT**

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

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

5.3 **Overdue Charges**. If any invoiced amount is not received by SFDC by the due date, then without limiting SFDC's rights or remedies, (a) those charges may accrue late interest at the rate of 1.5% of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower, and/or (b) SFDC may condition future subscription renewals and Order Forms on payment terms shorter than those specified in the "Invoicing and Payment" section above.

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

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

5.6 **Taxes**. SFDC's fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including, for example, value-added, sales, use or withholding taxes, assessable by any jurisdiction whatsoever (collectively, "Taxes"). Customer is responsible for paying all Taxes associated with its purchases hereunder. If SFDC has the legal obligation to pay or collect Taxes for which Customer is responsible under this section, SFDC will invoice Customer and Customer will pay that amount unless Customer provides SFDC with a valid tax exemption certificate authorized by the appropriate taxing authority. For clarity, SFDC is solely responsible for taxes assessable against it based on its income, property and employees.

6. PROPRIETARY RIGHTS AND LICENSES

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

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

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

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

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

7. CONFIDENTIALITY

7.1 **Definition of Confidential Information.** "Confidential Information" means all information disclosed by a party ("Disclosing Party") to the other party ("Receiving Party"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Confidential Information of Customer includes Customer Data; Confidential Information of SFDC includes the Services and Content, and the terms and conditions of this Agreement and all Order Forms (including pricing). Confidential Information of each party includes business and marketing plans, technology and technical information, product plans and designs, and business processes disclosed by such party. However, Confidential Information does not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (iii) is received from a third party without knowledge of any breach of any obligation owed to the Disclosing Party, or (iv) was independently developed by the Receiving Party. For the avoidance of doubt, the non-disclosure obligations set forth in this "Confidentiality" section apply to Confidential Information exchanged between the parties in connection with the evaluation of additional SFDC services.

7.2 **Protection of Confidential Information**. As between the parties, each party retains all ownership rights in and to its Confidential Information. The Receiving Party will use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but not less than reasonable care) to (i) not use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement and (ii) except as otherwise authorized by the Disclosing Party in writing, limit access to Confidential Information of the Disclosing Party to those of its and its Affiliates' employees and contractors who need that access for purposes consistent with this Agreement and who have signed confidentiality agreements with the Receiving Party containing protections not materially less protective of the Confidential Information than those herein. Neither party will disclose the terms of this Agreement or any Order Form to any third party other than its Affiliates, legal counsel and accountants without the other party's prior written consent, provided that a party that makes any such disclosure to its Affiliate, legal counsel or accountants will remain responsible for such Affiliate's, legal counsel's or accountant's compliance with this "Confidentiality" section. Notwithstanding the foregoing, SFDC may disclose the terms of this Agreement and any applicable Order Form to a contractor or Non-SFDC Application Provider to the extent necessary to perform SFDC's obligations under this Agreement, under terms of confidentiality materially as protective as set forth herein.

7.3 **Compelled Disclosure.** The Receiving Party may disclose Confidential Information of the Disclosing Party to the extent compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of the compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure. If the Receiving Party is compelled by law to disclose the Disclosing Party's Confidential Information as part of a civil proceeding to which the Disclosing Party is a party, and the Disclosing Party is not contesting the disclosure, the Disclosing Party will reimburse the Receiving Party for its reasonable cost of compiling and providing secure access to that Confidential Information.

8. **REPRESENTATIONS, WARRANTIES, EXCLUSIVE REMEDIES AND DISCLAIMERS**

8.1 **Representations.** Each party represents that it has validly entered into this Agreement and has the legal power to do so.

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

8.3 **Disclaimers.** EXCEPT AS EXPRESSLY PROVIDED HEREIN, NEITHER PARTY MAKES ANY WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND EACH PARTY SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. SERVICES PROVIDED FREE OF CHARGE, CONTENT AND BETA SERVICES ARE PROVIDED "AS IS," AND AS AVAILABLE EXCLUSIVE OF ANY WARRANTY WHATSOEVER.

9. **MUTUAL INDEMNIFICATION**

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

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

9.2 **Indemnification by Customer.** Customer will defend SFDC and its Affiliates against any claim, demand, suit or proceeding made or brought against SFDC by a third party (a) alleging that the combination of a Non-SFDC Application or configuration provided by Customer and used with the Services, infringes or misappropriates such third party's intellectual property rights, or (b) arising from (i) Customer's use of the Services or Content in an unlawful manner or in violation of the Agreement, the Documentation, or Order Form, (ii) any Customer Data or Customer's use of Customer Data with the Services, or (iii) a Non-SFDC Application provided by Customer(each a "Claim Against **SFDC**"), and will indemnify SFDC from any damages, attorney fees and costs finally awarded against SFDC as a result of, or for any amounts paid by SFDC under a settlement approved by Customer in writing of, a Claim Against SFDC, provided SFDC (A) promptly gives Customer written notice of the Claim Against SFDC, (B) gives Customer sole control of the defense and settlement of the Claim Against SFDC (except that Customer may not settle any Claim Against SFDC unless it unconditionally releases SFDC of all liability), and (C) gives Customer all reasonable assistance, at Customer's expense. The above defense and indemnification obligations do not apply if a Claim Against SFDC arises from SFDC's breach of this Agreement, the Documentation or applicable Order Forms.

9.3 **Exclusive Remedy.** This "Mutual Indemnification" section states the indemnifying party's sole liability to, and the indemnified party's exclusive remedy against, the other party for any third-party claim described in this section.

10. LIMITATION OF LIABILITY

10.1 **Limitation of Liability.** IN NO EVENT SHALL THE AGGREGATE LIABILITY OF EACH PARTY TOGETHER WITH ALL OF ITS AFFILIATES ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED THE TOTAL AMOUNT PAID BY CUSTOMER AND ITS AFFILIATES HEREUNDER FOR THE SERVICES GIVING RISE TO THE LIABILITY IN THE TWELVE MONTHS PRECEDING THE FIRST INCIDENT OUT OF WHICH THE LIABILITY AROSE. THE FOREGOING LIMITATION WILL APPLY WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY, BUT WILL NOT LIMIT CUSTOMER'S AND ITS AFFILIATES' PAYMENT OBLIGATIONS UNDER THE "FEES AND PAYMENT" SECTION ABOVE.

10.2 **Exclusion of Consequential and Related Damages.** IN NO EVENT WILL EITHER PARTY OR ITS AFFILIATES HAVE ANY LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT FOR ANY LOST PROFITS, REVENUES, GOODWILL, OR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, COVER, BUSINESS INTERRUPTION OR PUNITIVE DAMAGES, WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY, EVEN IF A PARTY OR ITS AFFILIATES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF A PARTY'S OR ITS AFFILIATES' REMEDY OTHERWISE FAILS OF ITS ESSENTIAL PURPOSE. THE FOREGOING DISCLAIMER WILL NOT APPLY TO THE EXTENT PROHIBITED BY LAW.

11. TERM AND TERMINATION

11.1 **Term of Agreement.** This Agreement commences on the date Customer first accepts it and continues until all subscriptions hereunder have expired or have been terminated.

11.2 **Term of Purchased Subscriptions.** The term of each subscription shall be as specified in the applicable Order Form. Except as otherwise specified in an Order Form, subscriptions will automatically renew for additional one year terms, unless either party gives the other written notice (email acceptable) at least 30 days before the end of the relevant subscription term. Except as expressly provided in the applicable Order Form, renewal of promotional or one-time priced subscriptions will be at SFDC's applicable list price in effect at the time of the applicable renewal. Notwithstanding anything to the contrary, any renewal in which subscription volume or subscription length for any Services has decreased from the prior term will result in re-pricing at renewal without regard to the prior term's per-unit pricing.

11.3 **Termination.** A party may terminate this Agreement for cause (i) upon 30 days written notice to the other party of a material breach if such breach remains uncured at the expiration of such period, or (ii) if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors.

11.4 **Refund or Payment upon Termination.** If this Agreement is terminated by Customer in accordance with the "Termination" section above, SFDC will refund Customer any prepaid fees covering the remainder of the term of all Order Forms after the effective date of termination. If this Agreement is terminated by SFDC in accordance with the "Termination" section above, Customer will pay any unpaid fees covering the remainder of the term of all Order Forms to the extent permitted by applicable law. In no event will termination relieve Customer of its obligation to pay any fees payable to SFDC for the period prior to the effective date of termination.

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

12. GENERAL PROVISIONS

12.1 **Export Compliance.** The Services, Content, other SFDC technology, and derivatives thereof may be subject to export laws and regulations of the United States and other jurisdictions. SFDC and Customer each represents that it is not on any U.S. government denied-party list. Customer will not permit any User to access or use any Service or Content in a U.S.-embargoed country or region (currently the Crimea, Luhansk or Donetsk regions, Cuba, Iran, North Korea, or Syria) or as may be updated from time to time at https://www.salesforce.com/company/legal/compliance/ or in violation of any U.S. export law or regulation.

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

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

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

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

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

12.7 **Severability.** If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision will be deemed null and void, and the remaining provisions of this Agreement will remain in effect.

12.8 **Assignment**. Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the other party's prior written consent (not to be unreasonably withheld); provided, however, either party may assign this Agreement in its entirety (including all Order Forms), without the other party's consent to its Affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets. Notwithstanding the foregoing, if a party is acquired by, sells substantially all of its assets to, or undergoes a change of control in favor of, a direct competitor of the other party, then such other party may terminate this Agreement upon written notice. In the event of such a termination, SFDC will refund Customer any prepaid fees covering the remainder of the term of all subscriptions for the period after the effective date of such termination. Subject to the foregoing, this Agreement will bind and inure to the benefit of the parties, their respective successors and permitted assigns.

12.9 **SFDC Contracting Entity, Notices, Governing Law, and Venue.** The SFDC entity entering into this Agreement, the address to which Customer should direct notices under this Agreement, the law that will apply in any dispute or lawsuit arising out of or in connection with this Agreement, and the courts that have jurisdiction over any such dispute or lawsuit, depend on where Customer is domiciled.

For Customers domiciled in North or South America				
If Customer is domiciled in:	**The SFDC entity entering into this Agreement is:**	**Notices should be addressed to:**	**Governing law is:**	**Courts with exclusive jurisdiction are:**
Any country other than Brazil or Canada	Salesforce, Inc. (f/k/a salesforce.com, inc.), a Delaware corporation	Salesforce Tower, 415 Mission Street, 3rd Floor, San Francisco, California, 94105, U.S.A., attn: VP, Worldwide Sales Operations, with a copy to attn: General Counsel	California and controlling United States federal law	San Francisco, California, U.S.A.
Brazil	Salesforce Tecnologia Ltda.	Av. Jornalista Roberto Marinho, 85, 14º Andar - Cidade Monções, CEP 04576-010 São Paulo - SP	Brazil	São Paulo, SP, Brazil
Canada	salesforce.com Canada Corporation, a Nova Scotia corporation	Salesforce Tower, 415 Mission Street, 3rd Floor, San Francisco, California, 94105, U.S.A., attn: VP, Worldwide Sales Operations, with a copy to attn: General Counsel	Ontario and controlling Canadian federal law	Toronto, Ontario, Canada

For Customers domiciled in Europe, the Middle East, or Africa				
If Customer is domiciled in:	**The SFDC entity entering into this Agreement is:**	**Notices should be addressed to:**	**Governing law is:**	**Courts with exclusive jurisdiction are:**
Any country other than France, Germany, Italy, Spain, or the United Kingdom	SFDC Ireland Limited, a limited liability company incorporated in Ireland	Salesforce UK Limited, Floor 26 Salesforce Tower, 110 Bishopsgate, London, EC2N 4AY, United Kingdom, attn: VP, Sales Operations, with a copy to attn.: Legal Department - Level 1, Block A, Nova Atria North, Sandyford Business District, Dublin 18, Ireland	England	London, England
France	salesforce.com France, a French S.A.S company with a share capital of 37,000 €, registered with the Paris Trade Registry under number 483 993 226 RCS Paris, Registered office: 3 Avenue Octave Gréard, 75007 Paris, France	Salesforce UK Limited, Floor 26 Salesforce Tower, 110 Bishopsgate, London, EC2N 4AY, United Kingdom, attn: VP, Sales Operations, with a copy to attn.: Legal Department - Service Juridique, 3 Avenue Octave Gréard, 75007 Paris, France	France	Paris, France
Germany	salesforce.com Germany GmbH, a limited liability company, incorporated in Germany	Salesforce UK Limited, Floor 26 Salesforce Tower, 110 Bishopsgate, London, EC2N 4AY, United Kingdom, attn: VP, Sales Operations, with a copy to attn.: Legal Department - Erika-Mann-Strasse 31-37, 80636 München, Germany	Germany	Munich, Germany

Italy	salesforce.com Italy S.r.l., an Italian limited liability company having its registered address at Piazza Filippo Meda 5, 20121 Milan (MI), VAT / Fiscal code n. 04959160963	Salesforce UK Limited, Floor 26 Salesforce Tower, 110 Bishopsgate, London, EC2N 4AY, United Kingdom, attn: VP, Sales Operations, with a copy to attn.: Legal Department	Italy	Milan, Italy
Spain	Salesforce Systems Spain, S.L., a limited liability company incorporated in Spain	Salesforce UK Limited, Floor 26 Salesforce Tower, 110 Bishopsgate, London, EC2N 4AY, United Kingdom, attn: VP, Sales Operations, with a copy to attn.: Legal Department - Paseo de la Castellana 79, Madrid, 28046, Spain	Spain	Madrid, Spain
United Kingdom	Salesforce UK Limited, a limited liability company incorporated in England	Salesforce UK Limited, Floor 26 Salesforce Tower, 110 Bishopsgate, London, EC2N 4AY, United Kingdom, attn: VP, Sales Operations, with a copy to attn: Legal Department, Salesforce UK Limited, Floor 26 Salesforce Tower, 110 Bishopsgate, London, EC2N 4AY, United Kingdom	England	London, England

For Customers domiciled in Asia or the Pacific Region				
If Customer is domiciled in:	**The SFDC entity entering into this Agreement is:**	**Notices should be addressed to:**	**Governing law is:**	**Courts with exclusive jurisdiction are:**
Any country other than Australia, India, Japan, or New Zealand	salesforce.com Singapore Pte Ltd, a Singapore private limited company	5 Temasek Boulevard #13-01, Suntec Tower 5, Singapore, 038985, attn: Director, APAC Sales Operations, with a copy to attn: General Counsel	Singapore	Singapore
Australia or New Zealand	SFDC Australia Pty Ltd	Salesforce Tower, Level 39, 180 George St, Sydney NSW 2000, attn: Senior Director, Finance with a copy to attn: General Counsel	New South Wales, Australia	New South Wales, Australia
India	salesforce.com India Private Limited, a company incorporated under the provisions of the Companies Act, 1956 of India	salesforce.com India Private Limited Torrey Pines, 3rd Floor, Embassy Golflinks Software Business Park Bangalore Karnataka 560071, India	India	Bangalore, India
Japan	Salesforce Japan Co., Ltd. (f/k/a Kabushiki Kaisha Salesforce.com), a Japan corporation	1-1-3, Marunouchi, Chiyoda-ku, Tokyo 100-0005, Japan, attn: Senior Director, Japan Sales Operations, with a copy to attn: General Counsel	Japan	Tokyo, Japan

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

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

12.12 Local Law Requirements: France.

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

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

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

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

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

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

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

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

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

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

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

(6) in the event of any conflict between any statutory law in France applicable to Customer, and the terms and conditions of this Agreement, the applicable statutory law shall prevail.

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

8 WARRANTIES FOR CUSTOMERS DOMICILED IN GERMANY

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

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

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

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

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

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

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

10. LIMITATION OF LIABILITY FOR CUSTOMERS DOMICILED IN GERMANY

10.1 Unlimited Liability. The Parties shall be mutually liable without limitation
 (a) in the event of willful misconduct or gross negligence,
 (b) within the scope of a guarantee taken over by the respective party,
 (c) in the event that a defect is maliciously concealed,
 (d) in case of an injury to life, body or health,
 (e) according to the German Product Liability Law.

10.2 Liability for Breach of Cardinal Duties. If cardinal duties are infringed due to slight negligence and if, as a consequence, the achievement of the objective of this Agreement including any applicable Order Form is endangered, or in the case of a slightly negligent failure to comply with duties, the very discharge of which is an essential prerequisite for the proper performance of this Agreement (including any applicable Order Form), the parties' liability shall be limited to foreseeable damage typical for the contract. In all other respects, any liability for damage caused by slight negligence shall be excluded.

10.3 Liability Cap. Unless the parties are liable in accordance with "Unlimited Liability" section above, in no event shall the aggregate liability of each party together with all of its Affiliates arising out of or related to this Agreement exceed the total amount paid by Customer and its Affiliates hereunder for the Services giving rise to the liability in the 12 months preceding the first incident out of which the liability arose. The foregoing limitation will not limit Customer's and its Affiliates' payment obligations under the "Fees and Payment" section above.

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

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

5.2. Invoicing and Payment

5.2.1 Invoicing and Payment. Fees will be invoiced in advance and otherwise in accordance with the relevant Order Form. Unless otherwise stated in the Order Form, fees are due net 30 days from the invoice date. The parties acknowledge that invoices are also be submitted electronically by SFDC in accordance with the "Electronic Invoicing" section below through the Agenzia delle Entrate's Exchange System (SDI – Sistema di Interscambio) and any delay due to the SDI shall not affect the

foregoing payment term. Customer shall be responsible for providing complete and accurate billing and contact information to SFDC and shall notify SFDC of any changes to such information.

5.2.2 Electronic Invoicing. The invoice will be issued in electronic format as defined in article 1, paragraph 916, of Law no. 205 of December 27, 2017, which introduced the obligation of electronic invoicing, starting from January 1, 2019, for the sale of goods and services performed between residents, established or identified in the territory of the Italian State. To facilitate such electronic invoicing, Customer shall provide to SFDC at least the following information in writing: Customer full registered company name, registered office address, VAT number, tax/fiscal code and any additional code and/or relevant information required under applicable law. In any event, the parties shall cooperate diligently to enable such electronic invoicing process. Any error due to the provision by Customer of incorrect or insufficient invoicing information preventing (a) SFDC to successfully submit the electronic invoice to the SDI or (b) the SDI to duly and effectively process such invoice or (c) which, in any event, requires SFDC to issue an invoice again, shall not result in an extension of the payment term set out in the "Invoicing and Payment" section above, and such term shall still be calculated from the date of the original invoice. SFDC reserves the right to provide any invoice copy in electronic form via email in addition to the electronic invoicing described herein.

5.2.3 Split Payment. If subject to the "split payment" regime, Customer shall be exclusively responsible for payment of any VAT amount due, provided that Customer shall confirm to SFDC the applicability of such regime and, if applicable, Customer shall provide proof of such VAT payment to SFDC and, if applicable, Customer shall provide proof of such VAT payment to SFDC.

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

12.2 Anti-Corruption.

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

12.2.2 Code of Conduct and Organization, Management and Control Model. Customer acknowledges that SFDC has adopted an Organization, Management and Control Model pursuant to Legislative Decree 231/2001 to prevent crimes provided for therein and commits to comply with the principles contained in the above Legislative Decree 231/2001 and in the SFDC Code of Conduct which is available at the following link: https://www.salesforce.com/content/dam/web/en_us/www/documents/legal/sfdc-code-of-conduct.pdf. Customer also acknowledges and agrees that the violation of the principles and the provisions contained in Legislative Decree 231/2001 and in the SFDC Code of Conduct by Customer may entitle SFDC, based on the severity of the violation, to terminate this Agreement for cause as set out in Section 11.3(i) above.

12.15 **Local Law Requirements: Spain.** With respect to Customers domiciled in Spain, in the event of any conflict between any statutory law in Spain applicable to Customer, and the terms and conditions of this Agreement, the applicable statutory law shall prevail.

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

12.16.1 Venue and Arbitration

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

B. **Arbitration**. In the event of any dispute, controversy or claim between the Parties hereto arising out of or relating to this Agreement, the Parties shall first seek to resolve the dispute in good faith through informal discussion. If such dispute, controversy, or claim cannot be resolved informally within a period of 10 (ten) business days from the date on which the dispute arose, the Parties agree that it shall be settled by binding arbitration to be held before a panel consisting of 3 (three

arbitrators), where each Party shall appoint an arbitrator and such arbitrators shall appoint the third and presiding arbitrator. The arbitration shall be conducted in accordance with provisions of the (Indian) Arbitration and Conciliation Act, 1996, as amended from time to time (Arbitration Act). The seat and venue of the arbitration shall be Bangalore, India. The language of the arbitration shall be English. The Parties agree that any of them may seek interim measures under section 9 of the Arbitration Act, including injunctive relief in relation to the provisions of this Agreement or the Parties' performance of it from courts in Bengaluru, India, without prejudice to any other right the Parties may have under the Arbitration Act and other applicable laws. The arbitration panel's decision shall be final, conclusive and binding on the parties to the arbitration. The Parties shall each pay one-half of the costs and expenses of such arbitration, and each shall separately pay its respective counsel fees and expenses. The prevailing Party may, in the judgement of the arbitration panel, be entitled to recover its fees and expenses. All dispute resolution proceedings, all matters pertaining to such proceedings and all documents and submissions made pursuant thereto shall be strictly confidential and subject to the provisions of "Confidentiality" Section of this Agreement.

12.16.2 Section 5.2 "Invoicing and Payment" of this Agreement is replaced with the following section:

5.2 Invoicing and Payment

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

5.2.2 Electronic Invoicing. Customer shall provide to SFDC at least the following information in writing to facilitate electronic invoicing: Customers full registered company/legal entity name, registered office address, goods and services tax identification number, address and/or relevant information required under applicable law. In any event, the parties shall cooperate diligently to enable such electronic invoicing process. Any error/delay in issuance of the electronic invoice due to: (a) the provision by Customer of incorrect or insufficient invoicing information preventing SFDC from successfully submitting the electronic invoice to the GST Portal; or (b) the GST Portal and/or any other government authority (or their designated agent/agency) not being able to duly and effectively process such invoice; or (c) any event which requires SFDC to issue an invoice again; shall not result in an extension of the payment term set out in the "Invoicing and Payment" section above, and such term shall still be calculated from the date of the original invoice. SFDC reserves the right to provide any invoice copy in electronic form via email in addition to the electronic invoicing described herein.

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

12.3 Entire Agreement and Order of Precedence. This Agreement is the entire agreement between SFDC and Customer regarding Customer's use of Services and Content and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. No representation, undertaking or promise shall be taken to have been given or be implied from anything said or written in negotiations between the parties prior to this Agreement except as expressly stated in this Agreement. Neither party shall have any remedy in respect of any untrue statement made by the other upon which that party relied in entering this Agreement (unless such untrue statement was made fraudulently) and that party's only remedies shall be for breach of contract as provided in this Agreement. The parties agree that any term or condition stated in a Customer purchase order or in any other Customer order documentation (excluding Order Forms) is void. In the event of any conflict or inconsistency among the following documents, the order of precedence shall be: (1) the applicable Order Form, (2) this Agreement, and (3) the Documentation. Titles and headings of sections of this Agreement are for convenience only and shall not affect the construction of any provision of this Agreement.

ALTERYX, INC. END USER LICENSE AGREEMENT

BY CHECKING THE ACCEPTANCE BOX OR INSTALLING OR USING THE LICENSED PRODUCT(S), YOU ACCEPT THE TERMS OF THIS AGREEMENT, WHICH IS BINDING AND ENFORCEABLE LIKE ANY WRITTEN AGREEMENT SIGNED BY YOU. IF YOU DO NOT AGREE TO THESE TERMS, DO NOT INSTALL OR USE THE LICENSED PRODUCT(S). IF YOU ARE USING THE LICENSED PRODUCT(S) AS AN EMPLOYEE OR OTHER AUTHORIZED AGENT OF A COMPANY OR OTHER ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO ENTER INTO THIS AGREEMENT AND BIND THE COMPANY OR OTHER ENTITY THAT IS THE LICENSEE HEREUNDER.

This End User License Agreement (this "Agreement"), including any attachments or terms incorporated by reference, is between Alteryx, Inc. or its applicable Affiliate as set forth in Section 14.7 below ("Alteryx"), and You (as defined below) and governs Your use of the Licensed Product. The use of any additional services or websites may be subject to separate terms of use, as provided therewith.

1. DEFINITIONS: As used in this agreement:
1.1 "Affiliate" means any entity that, directly or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with a party hereto. "Control" for purposes of this definition means direct or indirect ownership or control of more than 50% of the voting interest in the subject entity.

1.2 "Gallery" means a public cloud, multi-studio (tenant) web platform offered by Alteryx pursuant to its terms and conditions, which allows users to publish analytic applications they create via the Licensed Product.

1.3 "Law(s)" means any law, ordinance, regulation, order, judgment or other requirement of any federal, state, local or foreign government, or any court or tribunal of competent jurisdiction, in each case as may be limited by the context of its use.

1.4 "Licensed Product(s)" means the proprietary Alteryx software in object code form made available by Alteryx to You under this Agreement, together with the Related Materials and Updates. Licensed Product(s) do not include any Third-Party Tools or Third-Party Code.

1.5 "Order Form" means an ordering document executed by You and Alteryx, which describes the Licensed Products and Services to be provided to You. Order Forms that reference this Agreement shall be deemed a part of this Agreement. Should an Affiliate enter into an Order Form that references this Agreement, such Affiliate agrees to be bound by the terms of this Agreement as if it were an original party hereto.

1.6 "Related Materials" means the standard published specifications for the Licensed Products, including (i) functional, technical, design and performance specifications; (ii) installation, configuration, administration, operation and maintenance procedures and instructions; and (iii) training guides and user manuals.

1.7 "Third-Party Licensors" means third parties that have licensed to Alteryx the right to sublicense and/or distribute certain software, data or Third-Party Tools proprietary to such third parties. Third-Party Licensors shall be beneficiaries of this Agreement as it relates to their respective software, data or Third-Party Tools.

1.8 "You" or "Your" (and "Licensee") means the individual or entity that has downloaded or otherwise procured the Licensed Product(s) for use as an end user. However, for the purpose of any agreement arising from an Order Form, reference to "You" shall be construed solely as a reference to the specific customer entity that executes the Order Form.

2. LICENSES; RESTRICTIONS:
2.1 GRANT OF LICENSE: Alteryx grants You a limited, non-transferable, non-sublicensable, non-assignable and non-exclusive license to install and use the Licensed Products for which You have been issued a License Key (as defined below) by Alteryx, but conditioned upon use only in accordance with (i) the rights and restrictions contained in this Agreement; (ii) any limits or restrictions set forth on any applicable Order Form; (iii) the Related Materials; and (iv) the number of Authorized Users and/or permitted number of Cores (as applicable). If Your Order Form specifically permits Your Affiliates to use the Licensed Products, such use shall be subject to this Agreement and You, and such Affiliates, shall remain liable for all acts and omissions of all such Affiliates.

2.1.1 PURCHASED LICENSES: User-Based Licenses and Core-Based Licenses (each as defined below, and together, "Purchased Licenses") shall be used solely in furtherance of Your business purposes.

2.1.1.1 USER-BASED LICENSES: If, per Your Order Form, You purchased a license for a Licensed Product that is limited to a certain number of Authorized Users (as defined below) who may use such Licensed Product (a "User-Based License"), each such Licensed Product may only be used by one (1) Authorized User on one (1) personal computer. A User-Based License may not be shared by multiple users or used concurrently on different computers.

2.1.1.2 CORE-BASED LICENSES: If, per Your Order Form, You purchased a license for a Licensed Product that is limited to a number of Cores made available to each installation of such license (a "Core-Based License"), each Licensed Product may only be installed on one (1) server. The total number of Cores made available to each installation of a Core-Based License shall not exceed the permitted number of Cores identified on Your Order Form. "Core" means an individual physical processor within a computer's central processing unit (CPU) that receives and executes commands. For a computer having a multi-processor CPU, the number of Cores is equal to the number of physical processors in the CPU. Each such physical processor shall be considered a single Core for purposes of this Agreement regardless

of whether it is being utilized with technologies such as hyper-threading or similar technologies to make multiple logical cores or logical CPUs visible to the operating system.

2.1.2 TRIAL LICENSES: If You ordered or downloaded a Licensed Product on an unpaid, trial basis (a "Trial License"), You may use the Licensed Product solely in connection with Your own trial use and evaluation of the Licensed Product, and You shall not resell, sublicense or otherwise publicly disclose or disseminate any output of the Licensed Product. A Trial License entitles You to use the Licensed Product on a single personal computer for a fourteen (14) day trial and evaluation period or such other period as may be granted by Alteryx ("Trial Period"). The Trial License automatically expires at the end of the Trial Period, at which point, the Licensed Product shall become inoperable. Alteryx may terminate Your Trial License at any time with immediate effect for any reason and without liability to Alteryx of any kind.

2.1.3 NON-COMMERCIAL LICENSES: If You obtained an unpaid license to any Licensed Product for educational purposes or for a not-for-profit organization (a "Non-Commercial License"), You may use and access the Licensed Product solely for non-commercial purposes for Your educational institution or not-for-profit organization (each, an "Organization"), as applicable. Eligibility for Non-Commercial Licenses is based on verification by Alteryx, in its discretion, of Your enrollment or employment, as applicable, with an Organization. Each Non-Commercial License is for a one (1) year term. If the Non-Commercial License is a User-Based License, Section 2.1.1.1 shall apply. If the Non-Commercial License is a Core-Based License, Section 2.1.1.2 shall apply. Alteryx may terminate Your Non-Commercial License at any time upon thirty (30) days' notice, with or without cause, and without liability to Alteryx of any kind.

2.2 AUTHORIZED USERS: You must identify to Alteryx Your personnel who are authorized to use the Licensed Product and for whom the applicable license fees are paid (each an "Authorized User") in such a manner as required by Alteryx (e.g., via a valid email address assigned by You to each such Authorized User). The total count of Authorized Users must not exceed the number of User-Based Licenses purchased pursuant to an Order Form or otherwise granted by Alteryx in the case of Non-Commercial Licenses and Trial Licenses. User-Based Licenses may be reassigned to other uniquely identified individuals over time in the event personnel are no longer employed by You or the job description of designated personnel no longer includes usage of the Licensed Products, but may not be reassigned so frequently as to enable the sharing of any single User-Based License between multiple users.

2.3 BACKUP COPIES: You may create one (1) backup copy for each Licensed Product You have (not per user) as may be legally necessary, provided that (i) it is used only for backup purposes; (ii) all Alteryx and Third Party Licensor information including copyright notices are maintained on such copy; and (iii) possession of the copy is retained by You in a secure location.

2.4 USES NOT PERMITTED: Unless otherwise expressly set forth in this Agreement, You may not: (i) copy, modify or make derivative works of any part of the Licensed Product or Third-Party Code, or incorporate the Licensed Product or Third-Party Code into other software (in each case, except to the extent permitted by an

applicable open source software license); (ii) distribute, sell, resell, rent, lease, sublease, sublicense, timeshare, lend or otherwise disseminate the Licensed Product, Syndicated Data, Third-Party Code, or any copies thereof, or Your rights under this Agreement; (iii) place the Licensed Product on the Internet or any similar network or network service or virtualize an User-Based License without Alteryx's prior written consent; (iv) make any attempt to unlock or bypass any initialization system, or encryption techniques utilized by the Licensed Product; (v) alter, remove or obscure any product identification, proprietary legend, copyright, trademark, service mark, or other notices contained in or on the Licensed Product; (vi) disclose any passwords, lock-codes, authorization codes, license keys or serial numbers provided by Alteryx (each, a "License Key"), or use any License Key not supplied by Alteryx; (vii) decompile, disassemble, decode, reverse engineer or in any other way attempt to derive, reconstruct, or discover a source code version of any Licensed Product or any of its components, including any data incorporated therein; (viii) publicly disseminate performance information or analysis from any source relating to the Licensed Product; (ix) use the Licensed Product to develop a product that is competitive with any Alteryx product offering; (x) assert, nor will You authorize, assist or encourage any third party to assert, against Alteryx, any of its Affiliates, or Third-Party Licensors, any patent infringement or other intellectual property infringement claim regarding any Licensed Product, workflow or derivative work thereof; or (xi) disclose the terms and conditions of this Agreement or any Order Form.

2.5 THIRD-PARTY CODE: The Licensed Product may contain or be provided with components from Third-Party Licensors ("Third-Party Code"). To the extent applicable to the provision of Licensed Products hereunder, Third-Party Code shall be subject to the terms and conditions of open source software licenses as described in the "Help" section of the Licensed Product.

2.6 ALTERYX SDK: The following terms apply to Your use of the Alteryx SDK: https://www.alteryx.com/sdkterms. "SDK" means the Alteryx Software Development Kit made available by Alteryx to You under this Agreement, including any Updates, plus any previous versions of an Alteryx SDK that You have obtained without an accompanying license agreement (if applicable).

3. DATA AND THIRD-PARTY TOOLS:
3.1 SYNDICATED DATA: If You purchased a license to third-party data sourced by Alteryx ("Syndicated Data"), the following terms apply to Your use of the Syndicated Data: https://www.alteryx.com/syndicateddata. The definitions of "Output Provision" and "Results" as used in this Agreement may be found in the foregoing link.

3.2 LICENSEE-SOURCED DATA: You may use the Licensed Products with Your own data sets and/or third-party data sets licensed directly by You from third parties ("Licensee-Sourced Data"), provided that You are compliant with the terms and conditions of Your agreement with such third party. Alteryx shall not be liable for any damages or claims incurred as a result of Your use of Licensee-Sourced Data with the Licensed Products. The Output Provision with respect to use of Syndicated Data shall apply if output or results include both Licensee-Sourced Data and Syndicated Data.

3.3 THIRD-PARTY TOOLS: You agree that use of any configurable component or widget not embedded in the Licensed Product at the time of delivery but created by a third party or You and added to or used by You with the Licensed Product ("Third-Party Tools") may be subject to applicable terms and conditions for such the Third-Party Tools.

4. SUPPORT AND UPDATES: For Purchased Licenses, Alteryx will provide to You support and consultation in accordance with the Alteryx Support Guidelines available at http://community.alteryx.com/supportguidelines (the "Support Guidelines") and as may be further specified in an applicable Order Form. During the term of the applicable Order Form, Alteryx will provide revised releases of the Licensed Products, incorporating corrections, improvements and enhancements ("Updates") to You in accordance with the Support Guidelines.

5. SERVICES: Alteryx will provide the number of days or hours of training, enablement or other services ("Services") as may be purchased by You and set forth in an Order Form. The parties acknowledge that the scope of the Services consists solely of assistance with deployment, training and guidance in use of the Licensed Product.

6. PAYMENT: For Purchased Licenses, You agree to pay Alteryx the fees and any applicable sales and use taxes, including VAT, GST, and service tax, pursuant to the invoice schedule set forth in the Order Form. A finance charge equal to the lesser of one and a half percent (1.5%) per month or the maximum amount allowed by applicable Law shall be assessed on all undisputed amounts that are past due. If You fail to remit payment for undisputed fees past due, Alteryx may, at its option and upon notification, terminate Services or rescind any licenses unless You remit payment to Alteryx within ten (10) business days of notification. Such notice shall also serve as notice of breach under Section 8.2(i) of this Agreement. Except as expressly set forth herein, Order Forms are non-cancelable and all fees are non-refundable.

7. DELIVERY: Alteryx will deliver the Licensed Product, at its option, electronically or on physical media, to the delivery location as specified in the applicable Order Form or as otherwise agreed to by the parties in writing. All Licensed Products shall be deemed delivered when made available to You for download.

8. TERM AND TERMINATION:
8.1 TERM: This Agreement is effective as of the delivery or download of the Licensed Products and expires when all licenses and Services hereunder have expired in accordance with their own terms. The term of Your license under this Agreement is limited as specified in the Order Form or in the purchasing documentation if purchased through a Reseller. Each Order Form shall become effective when duly signed by each of the parties and shall continue in effect through the expiration date for the licenses granted thereunder, unless terminated earlier by either party in accordance with this Agreement.

8.2 TERMINATION: Alteryx or You may terminate this Agreement upon notice to the other party if the other party: (i) breaches any material obligation under this Agreement and fails to cure such breach within thirty (30) days from the date the other party receives notice of the breach from the non-breaching party, provided that Alteryx may terminate this Agreement and any

license(s) immediately upon any breach of Section 2.4; (ii) ceases operation without a successor; or (iii) seeks protection under any bankruptcy, receivership, trust deed, creditors arrangement, composition, or comparable proceeding, or if any such proceeding is instituted against such party (and not dismissed within sixty (60) days). Termination is not an exclusive remedy and the exercise by either party of any remedy under this Agreement will be without prejudice to any other remedies it may have under this Agreement, by law, or otherwise.

8.3 EFFECTS OF TERMINATION: Upon expiration or termination of this Agreement, You agree to remove all copies of the Licensed Product(s), Third-Party Tools and Syndicated Data from all computers and servers on which they have been installed and to destroy all copies of the Licensed Product(s), Third-Party Tools and Syndicated Data in Your possession, provided that You may retain copies of any Results. If so requested by Alteryx, You shall certify to Alteryx in writing that such actions have been taken.

9. FEEDBACK: In the event that You provide to Alteryx any feedback, suggestions, ideas, or identification of problems or deficiencies and possible remedies therefor (collectively, "Feedback") with respect to the Licensed Product(s) or Services or any other existing or potential product or service of Alteryx, You grant to Alteryx and its Affiliates a worldwide, non-exclusive, royalty-free, non-terminable license to use such Feedback in any way, including but not limited to incorporating it into the Licensed Product(s) or other existing or future products or services of Alteryx, its Affiliates, partners, and Resellers.

10. OWNERSHIP: All title and intellectual property rights in and to any product or service provided by Alteryx to You (including but not limited to the Licensed Products, Syndicated Data, content, application programming interfaces, maps, directions, and any images, photographs, video, audio, text, and "applets," if any) and all copies, modifications, and derivative works thereof (including any changes which incorporate Your Feedback) are owned or licensed by Alteryx and no ownership rights are being conveyed to You under this Agreement or otherwise. Nothing in this Agreement constitutes a waiver of Alteryx's rights under any Laws, including but not limited to U.S. or international intellectual property Laws. All rights not specifically granted under this Agreement are reserved by Alteryx and its suppliers, including the Third-Party Licensors. The Services and any related deliverables are not a Work-for-Hire as defined by applicable Law. You agree to reproduce, and shall not remove or obscure, any copyright notices and proprietary rights legends on all authorized copies of the Licensed Products and any Syndicated Data. Third-Party Licensors specifically retain title to all Third-Party Code, data or Third-Party Tools owned by them. You retain all title and intellectual property rights to any data or information owned and provided by You when using the Licensed Product.

11. LIMITED WARRANTY:
11.1 PRODUCT WARRANTY: For Purchased Licenses, Alteryx warrants for a period of ninety (90) days from initial delivery to You ("Warranty Period") that the Licensed Product will operate in substantial conformity with the terms of the Related Materials and will be, at the time of delivery of the Licensed Product, free of viruses, Trojan horses, worms, spyware, or other such code designed to maliciously impede in any manner, the intended operation of the Licensed Product. Alteryx's entire liability and Your exclusive remedy for the foregoing warranties shall be, at

Alteryx's sole option and discretion, to use commercially reasonable efforts to provide You with a replacement of the Licensed Product or an error correction or workaround which corrects the defect; provided, however, if Alteryx determines such remedy to be impracticable, Alteryx may terminate the applicable Order Form and provide a refund of the applicable purchase price of the defective Licensed Product. Alteryx will have no obligation with respect to a warranty claim unless notified of such claim within the Warranty Period. This warranty applies only to the initial delivery of Licensed Product under an Order Form and does not renew or reset.

11.2 REPRESENTATIONS AND WARRANTIES: Each party hereby represents and warrants that (i) if it is a company or other entity, it is duly organized and validly existing under the Laws of the place of its incorporation or formation and has full corporate power and authority to enter into this Agreement and to carry out the provisions hereof; (ii) it is duly authorized to execute and deliver this Agreement and to perform its obligations hereunder; (iii) this Agreement is a legal and valid obligation binding upon it and enforceable according to its terms; (iv) the execution, delivery, and performance of this Agreement do not conflict with any agreement, instrument, or understanding, oral or written, to which it is a party or by which it may be bound, nor violate any Laws of any court, governmental body, or administrative or other agency having jurisdiction over it; (v) it will comply with all applicable Laws in its performance of this Agreement; and (vi) it shall comply with the export Laws of the U.S. and other applicable jurisdictions in using the Licensed Products and obtain any permits, licenses and authorizations required for such compliance.

11.3 DISCLAIMERS: Except as may otherwise be expressly set forth herein, neither Alteryx nor Third-Party Licensors make any representations or warranties, express or implied, with respect to the Licensed Products, Services, Gallery, Third-Party Code or Third-Party Tools, including but not limited to, the implied warranties of title, merchantability, fitness for a particular purpose and non-infringement. Any Trial Licenses, Non-Commercial Licenses and SDKs are provided on an "as-is" basis. Alteryx disclaims any and all liability for Third-Party Code, Third-Party Tools and Your use of the SDKs. Neither Alteryx nor Third-Party Licensors make any representations or warranties, express or implied, with respect to the accuracy, reliability or completeness of the Licensed Products, Third-Party Code or Third-Party Tools. Except as expressly set forth herein, the entire risk as to the use of the Licensed Products, Gallery, Third-Party Code and Third-Party Tools is assumed by You. You acknowledge that in entering into this Agreement, You have not relied on any promise, warranty or representation not expressly set forth in this Agreement.

12. LIMITATION OF LIABILITY:
12.1 In no event shall You, Alteryx or Third-Party Licensors be liable regardless of the cause, for any special, indirect, incidental, consequential, exemplary or punitive damages; loss of goodwill, profits, business opportunity, anticipated savings, or data; work stoppage; or computer failure or malfunction, even if the affected party has been advised of the possibility of such damages, and whether the same arise in contract, tort (including negligence) or otherwise.

12.2 Alteryx's entire liability for claims or obligations arising under or related to this Agreement shall not exceed the license fees

paid and/or payable by You in the twelve-month period prior to the events giving rise to the claim or obligation.

12.3 The limitations on liability set forth in Sections 12.1 and 12.2 shall not apply to the extent prohibited by applicable Law. If this Agreement is governed by the Laws of England and Wales pursuant to Section 14.7 below, nothing in this Agreement shall exclude or limit any party's liability for: (i) fraud or fraudulent misrepresentation; or (ii) death or personal injury caused by negligence.

13. INDEMNIFICATION:
13.1 INDEMNIFICATION BY ALTERYX: Alteryx will defend any action, claim, demand, or suit brought by a third party against You, Your Affiliates and the respective officers, directors, employees, agents, successors, and assigns of You or Your Affiliates ("Licensee Parties") that is based on a claim alleging a Licensed Product as supplied by Alteryx to You infringes or misappropriates such third party's U.S. issued patent, or any trademark, trade secret right or copyright (an "Infringement Claim") and Alteryx will indemnify and hold harmless the Licensee Parties for any damages and costs (including reasonable attorneys' fees) finally awarded against Licensee Parties by a court of competent jurisdiction for the Infringement Claim. Alteryx's indemnity obligation under this Section 13.1 shall not apply: (i) if the Licensed Product(s) is modified by any party other than Alteryx; (ii) if the Licensed Product(s) is customized in accordance with written specifications provided by You; (iii) if the Licensed Product(s) is combined with products or processes not provided by Alteryx; (iv) to any unauthorized use of the Licensed Product(s); (v) to any unsupported release of the Licensed Product(s) or if You fail to install an Update provided by Alteryx that could have avoided the actual or alleged Infringement Claim; (vi) to workflows, output, analytic applications, algorithms or other applications or programming built or created by or on behalf of You through or as a result of use of the Licensed Product or any SDKs; or (vii) if You settle or make any admissions with respect to an Infringement Claim without Alteryx's prior written consent. If an Infringement Claim is brought or threatened, Alteryx may, at its sole option and expense, use commercially reasonable efforts to either (i) procure a license that will protect You against such Infringement Claim without cost to You; (ii) modify or replace all or portions of the Licensed Product as needed to avoid infringement, such update or replacement having substantially similar or better capabilities; or (iii) if (i) and (ii) are not commercially feasible, terminate this Agreement and any applicable Order Form(s) and refund to You a pro-rata refund of the license fees paid under such applicable Order Form(s) for the terminated portion of the term of such Order Form(s). The rights and remedies granted to You under this Section 13 state Alteryx's entire liability, and Your exclusive remedy, with respect to any third-party claim of intellectual property infringement.

13.2 INDEMNIFICATION BY YOU: You will defend any action, claim, demand, or suit brought by a third party against Alteryx, its Affiliates, the respective officers, directors, employees, agents, successors, and assigns of Alteryx or any Alteryx Affiliate ("Alteryx Parties") that is based on (i) Your use, alteration, application or disclosure of the Licensed Products or Syndicated Data in violation of this Agreement or applicable Law; or (ii) any Licensee-Sourced Data or any Output or Results generated by You or the use thereof, and You will indemnify and hold harmless the

Alteryx Parties for any damages and costs (including reasonable attorneys' fees) finally awarded for such claims.

13.3 INDEMNIFICATION PROCEDURES: In order to seek and receive indemnification under this Agreement, the indemnified party must: (i) give prompt notice to the indemnifying party of the indemnifiable event; (ii) grant authority to the indemnifying party to defend or settle any related action or claim, provided that the indemnifying party will not enter into any settlement that would diminish the rights of the indemnified party or that includes an admission of fault or wrongdoing or the payment of money by the indemnified party; and (iii) provide, at the indemnifying party's expense, information, cooperation and assistance to the indemnifying party as may be reasonably necessary for the indemnifying party to defend or settle the claim or action. An indemnified party may participate, at its own expense, in any defense.

14. GENERAL:
14.1 ENTIRE AGREEMENT; SURVIVAL: This Agreement represents our entire understanding and agreement regarding the Licensed Products, Syndicated Data, Third-Party Code and Third-Party Tools, and supersedes any prior purchase order, communication, advertising or representation between You and Alteryx and/or any Reseller. To the extent there is any conflict between the terms of this Agreement and an Order Form, the terms of the Order Form shall take precedence. No provision of any purchase order or other business form, including any electronic invoicing portals and vendor registration processes, employed by You will supersede the terms and conditions of this Agreement (even if after the date of this Agreement or any Order Form), and any such document shall be for administrative purposes only and shall have no legal effect. Any Order Form not terminated concurrently with the termination of this Agreement shall survive until such Order Form expires or terminates by its own terms. The termination of this Agreement but not all issued and outstanding Order Form(s) shall prevent any new Order Forms from being executed by the parties. Alteryx may make changes to this Agreement and will make a such version available on the website where the Licensed Product is made available, and You agree to be bound by this Agreement, as amended. The provisions of Sections 1, 3, 6 and 8 through 14 shall survive any termination of this Agreement.

14.2 SEVERABILITY: If any provision of this Agreement shall be unlawful, void or for any reason unenforceable, that provision shall be enforced only to the extent permissible by applicable Law and otherwise deemed severable from, and shall in no way affect the validity or enforceability of, the remaining provisions.

14.3 ANTI-CORRUPTION: You confirm You have not received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from an Alteryx employee, agent or partner in connection with this Agreement. In case You have knowledge of any violation of the above restriction, You will promptly notify Alteryx.

14.4 USAGE DATA: Alteryx may automatically collect usage data regarding Your installation, registration and use of the Licensed Products and Services, which may contain limited personal data, in order to improve its products and services, provide support and troubleshooting, ensure compliance with our

agreements and terms of use, and carry out business operations as needed to deliver products and services. Alteryx will not publicly disclose any usage data that identifies You or any Authorized Users. To the extent usage data contains individually identifying information, Alteryx collects and uses such data in accordance with its published privacy policy available at https://www.alteryx.com/privacy.

14.5 PUBLICITY: Alteryx may identify You as a customer of Alteryx and use Your name and logo in any of its advertising or marketing materials (including any press release or statement) solely in connection with such identification. You can retract the foregoing permission by submitting a written request via email to logo.optout@alteryx.com.

14.6 ASSIGNMENT: This Agreement will bind and inure to the benefit of each party's permitted successors and assigns. You may not assign this Agreement or any of its rights or obligations granted hereunder, including by operation of Law, without the prior written consent of Alteryx, which shall not be unreasonably withheld or delayed. Any attempt to transfer or assign this Agreement without such written consent will be null and void. Alteryx may assign this Agreement to any Affiliate or in connection with a merger, reorganization, acquisition or other transfer of all or substantially all of Alteryx's assets or voting securities.

14.7 GOVERNING LAW; CONTRACTING ENTITY: Without regard to any conflict of laws principles, this Agreement (i) if You are located in North or South America, the licensing entity is Alteryx, Inc., a Delaware corporation, and this Agreement will be governed by the Laws of the State of California, United States; or (ii) if You are located outside of North or South America, the licensing entity is Alteryx UK Ltd., a United Kingdom limited company, and this Agreement will be governed by the Laws of England and Wales. All disputes arising out of or in relation to this Agreement shall be submitted to the exclusive jurisdiction of the courts of (a) Orange County in the State of California when the Laws of the State of California apply; or (b) London when the Laws of England and Wales apply. Nothing in this Section 14.7 shall restrict a party's right to bring an action (including any motion for injunctive relief) against the other party in the jurisdiction where the other party's place of business is located. The United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act, as currently enacted by any jurisdiction or as may be codified or amended from time to time by any jurisdiction, do not apply to this Agreement.

14.8 U.S. GOVERNMENT RESTRICTED RIGHTS: The Licensed Product is a "commercial item" as that term is defined at FAR Subpart 2.1. For U.S. Government customers, Alteryx provides the Licensed Product, including any related software, technical data, and/or services, with those rights in technical data and computer software it customarily provides to the public, as delineated herein. In addition, DFARS 252.227-7015 shall apply to technical data acquired by DoD. Should a U.S. Government customer require additional rights in Licensed Products, Alteryx will consider such requests, and upon reaching mutual agreement, any additional rights shall be incorporated into a written addendum. Rights are reserved under copyright Laws of the U.S. with respect to unpublished portions of the Licensed Products.

14.9 RESELLER SALES: If You acquired the Licensed Products through an Alteryx authorized reseller, partner, or original equipment manufacturer of Alteryx products (each, a "Reseller"), You acknowledge that (i) payment and delivery terms for the Licensed Products must be established separately and independently between You and Reseller; (ii) this Agreement constitutes the entire agreement between You and Alteryx regarding the license rights for the Licensed Products and the obligations of Alteryx as set forth herein and is controlling; (iii) the terms and conditions of any purchase order or any other agreement between You and Reseller are not binding on Alteryx; (iv) Reseller is not authorized to alter, amend or modify the terms of this Agreement or to otherwise grant any license or other rights or any obligations relating in any way to the Licensed Products; and (v) Your nonpayment of any amount due to a Reseller or any other relevant third party relating to its licensed rights under this Agreement shall constitute a basis for Alteryx's termination of this Agreement. You further acknowledge that Alteryx makes no representation or warranty, nor incurs an obligation with respect to, with regard to any services or other products provided by any Reseller, or any actions or failures to act by any Reseller.

14.10 EXPORT COMPLIANCE: You acknowledge that these Licensed Products are subject to the U.S. Export Administration Regulations (the "EAR") and that You will comply with the EAR. You represent that You are not named on any governmental list of persons or entities prohibited from receiving exports. Additionally, You agree You shall not, nor allow any third party to, export from the U.S. or allow the re-export or re-transfer of any part of the Licensed Product to (i) any country subject to export control embargo or economic sanctions implemented by any agency of the U.S. government; (ii) any end user who has been prohibited from participating in U.S. export transactions by any Federal agency of the U.S. government; or (iii) any end user who You know or have reason to know will utilize them in the design, development or production of nuclear, chemical or biological weapons, or rocket systems, space launch vehicles and sounding rockets, or unmanned air vehicle systems, without first obtaining an export license or other approval that may be required by any governmental agency having jurisdiction with respect to the transaction.

14.11 COMPLIANCE: Upon Alteryx's reasonable request, You shall certify in a signed writing that Your use of the Licensed Product is in compliance with the terms of this Agreement.

14.12 NOTICES: Any notice hereunder shall be in writing. If to Alteryx, such notice shall be sent to Alteryx, Inc. at 3345 Michelson Drive, Suite 400, Irvine, CA 92612, USA, to the attention of "General Counsel". If to You, such notice or report shall be sent to the "ship to" address You provided to Alteryx and/or a Reseller upon placing Your order. Notices shall be deemed given: (i) upon receipt if by personal delivery; (ii) upon receipt if sent by certified or registered mail (return receipt requested); or (iii) one day after it is sent if by next day delivery by a major commercial delivery service.

14.13 NO WAIVER: None of the provisions of this Agreement shall be deemed to have been waived by any act or acquiescence on the part of either party, its agents, or employees, but only by an instrument in writing signed by an authorized signatory of a party.

14.14 EQUITABLE RIGHTS: You acknowledge that monetary damages may not be a sufficient remedy for breaches of this Agreement and that Alteryx shall be entitled to seek, without waiving any other rights or remedies, injunctive or equitable relief as may be deemed proper by a court of competent jurisdiction.

14.15 FORCE MAJEURE: Neither party shall be liable to the other for any delay or failure to perform any obligation under this Agreement (except for a failure to pay fees) if the delay or failure is due to unforeseen events that occur after the signing of this Agreement and which are beyond the reasonable control of the parties, such as strikes, blockade, war, terrorism, riots, natural disasters, in so far as such an event prevents or delays the affected party from fulfilling its obligations and such party is not able to prevent or remove the force majeure at reasonable cost.

14.16 ATTORNEYS' FEES: The prevailing party in any action required to enforce this Agreement will be entitled to recover its reasonable attorneys' fees and costs in connection with such action.

14.17 LANGUAGE: Regardless of any language into which this Agreement may be translated, the official, controlling and governing version of this Agreement shall be exclusively the English language version.

14.18 THIRD PARTY RIGHTS: Unless otherwise expressly provided in this Agreement, a person who is not a party to this Agreement shall not have any rights to enforce any term of this Agreement.