End User License Agreement for
Limits Monitor for iOS

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

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

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

Apple Inc. may, at any time and without notice, restrict, interrupt or prevent use of the Software, or delete the Software from your or the Customer's Apple devices, or require salesforce.com to do any of the foregoing, without entitling the Customer or you to any refund, credit or other compensation from salesforce.com or any third party (including, but not limited to, Apple Inc. or your network connectivity provider).

This End User License Agreement was last updated on September 1, 2019. It is effective between the Customer and salesforce.com as of the date you first download, install or use the Software, whichever is earliest.

1. THIS END USER LICENSE AGREEMENT

This End User License Agreement constitutes a separate agreement as between Customer and salesforce.com with respect to the Limits Monitor for iOS software, and does not supersede or amend any existing agreement between the parties for the purchase or use of any other salesforce.com products or services, including without limitation, Customer’s Master Subscription Agreement (“Master Subscription Agreement”) that applies with respect to Customer’s Premier Success Plan purchase. Capitalized terms used but not defined in this End User License Agreement have the meanings given to them in the Master Subscription Agreement. Any prohibition under such Master Subscription Agreement on entering into a click through agreement shall not apply to this the Limits Monitor iOS software
2. THE SOFTWARE

The Software allows salesforce.com customers who have purchased a Premier Success Plan pursuant to the Master Subscription Agreement to use the Limits Monitor service from Supported Devices. A "Supported Device" is a combination of an Apple device model and relevant iOS software version(s) that is supported by the Software. The Software is provided by salesforce.com as the Limits Monitor service.

The Software is made available as a free service and shall be deemed a Non-SFDC Application / third party application for purposes of Customer’s Master Subscription Agreement. As such, the Documentation for the Services ordered pursuant to an Order Form by the Customer may not necessarily apply to the Software.

3. WHO YOU ARE CONTRACTING WITH

This End User License Agreement is being entered into between the salesforce.com entity named on the Order Form (either salesforce.com, inc., salesforce.com Canada Corporation, Salesforce UK Limited (f/k/a salesforce.com EMEA Limited), salesforce.com France S.A.S., salesforce.com Germany GmbH, Salesforce Systems Spain, S.L.U., Salesforce.com Italy S.r.l., SFDC Ireland Limited, salesforce.com Singapore Pte Ltd, or Salesforce.com Kabushiki Kaisha) ("salesforce.com") pursuant to which you purchased Premier Success and the Customer. In this End User License Agreement, the term "salesforce.com" means that entity.

4. SOFTWARE LICENSE

The Software, including software embedded in the Software, is licensed, not sold, to the Customer by salesforce.com only under the terms of and this End User License Agreement, and salesforce.com reserves all rights not expressly granted to the Customer. The Customer or you own the media or device on which the Software is recorded or stored but salesforce.com retains ownership of the Software itself.

5. THIRD PARTY COMPONENTS & DISCLOSURES

The Software includes certain third-party components, and such components and their corresponding license terms are set forth below:

(a) Alamofire, which is governed by the license terms set forth at: https://github.com/Alamofire/Alamofire/blob/master/LICENSE

(b) Banner, which is governed by the license terms set forth at: https://github.com/bryx-inc/BRYXBanner/blob/master/LICENSE

(c) Locksmith, which is governed by the license terms set forth at: https://github.com/matthewpalmer/Locksmith/blob/master/LICENSE

(d) PromiseKit, which is governed by the license terms set forth at: https://github.com/mxcl/PromiseKit/blob/master/LICENSE
6. PERMITTED LICENSE USES AND RESTRICTIONS

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

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

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

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

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

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

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

(h) Without limiting the generality of anything herein, you acknowledge and agree that the

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Software may collect user or device data for the purposes of providing services or functions that are relevant to use of the Software.

(i) Without limiting the generality of anything herein, you are responsible for complying with applicable laws and government regulations in your use of the Software and with the External Facing Services Policy, available here: https://help.salesforce.com/apex/HTViewSolution?urlname=External-Facing-Services-Policy&language=en_US, as applicable.

(j) You are responsible for the accuracy, quality and legality of the data submitted to and collected through the Software and the means by which Customer acquired such data. You may not submit to, or use, the Software to collect any sensitive personal information comprising: government-issued identification numbers; financial information (such as credit or debit card numbers, any related security codes or passwords, and bank account numbers); information related to an individual’s physical or mental health; and information related to the provision or payment of health care;

(k) The Software may not be used 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, or any malicious code, nor to build a competitive product or service or to benchmark with a non-salesforce.com product or service.

7. TERM AND TERMINATION

Salesforce.com may terminate this End User License Agreement at any time upon 30 days' notice to Customer without cause, or immediately upon notice to the Customer if any third party (including, but not limited to, Apple Inc., or your network connectivity provider) restricts, prevents or ceases to authorize the installation or use of the Software on your Supported Device or over your network. In addition, this End User License Agreement shall terminate immediately and automatically upon any termination or expiration of the Customer's subscription to the Services with which the Software is intended to interoperate or Premier Success Plan, whichever is earliest. Upon any such termination or expiration, the Customer (including you) shall no longer be permitted to use the Software, and shall delete or destroy all copies of the Software in its (including your) possession.

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

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Salesforce.com does not warrant the Software will perform in accordance with any specifications, documentation, or other standards, perform in an uninterrupted capacity, be error-free or bug-free, or provide complete or accurate data, nor does salesforce.com make any warranties as to the results to be obtained from the use of the Software. Use of the Software and reliance thereon is at –Customer’s sole risk. Salesforce.com will not in any way be liable
to Customer or any other entity or person for their inability to use the Software, or for any inaccuracies, errors, omissions, delays, computer viruses or other infirmity or corruption, damages, claims, liabilities or losses, regardless of cause, in or arising from the use of the Software. The Software is provided on an “as is” basis and without warranty or any technical support of any kind. No warranties, either express or implied, including but not limited to any implied warranty of merchantability, fitness for a particular purpose, title, non-infringement, or of any other type is provided hereunder.

9. SERVICE LEVEL AGREEMENT

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

10. TERMS REQUIRED BY APPLE INC.

(a) This End User License Agreement is between the Customer and salesforce.com only, and not with Apple. Salesforce.com is solely responsible for the Software.

(b) Customer's use of the Software must comply with the Usage Rules set forth in the Apple App Store Terms of Use. The license granted for the Software is a non-transferable license to use the Software on any iOS Products that you own or control and as permitted by the Usage Rules set forth in the App Store Terms of Service, except that such Software may be accessed, acquired, and used by other associated accounts via Apple’s Family Sharing program or volume purchasing.

(c) Apple has no obligation to provide maintenance and support for the Software. Any claims regarding the Software may be submitted via email to legal@salesforce.com.

(d) Without limiting the generality of the foregoing, in the event of any failure of the Software to comply with any applicable warranty, the Customer may notify Apple, and Apple will refund the purchase price for the Software to the Customer. To the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the Software, and will not be liable for any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty. Salesforce.com shall not be required to provide a refund to you or to the Customer under any circumstances.

(e) Apple shall not be responsible for addressing any claims by you, the Customer or any third party relating to the Software or the Customer's possession and/or use of the Software, including but not limited to (i) product liability claims, (ii) any claim that the Software fails to conform to any applicable legal or regulatory requirement, or (iii) claims arising under consumer protection or similar legislation.

(f) Apple shall not be responsible for the investigation, defense, settlement or discharge of any claim that the Software, or your or the Customer's possession and use of the Software, infringes a third party's intellectual property rights.
(g) The Customer represents and warrants that (i) the Software will not be downloaded or used in, or transported to, a country that is subject to a U.S. Government embargo, or has been designated by the U.S. Government as a "terrorist-supporting" country, and (ii) neither the Customer nor any User is listed on any U.S. Government list of prohibited or restricted parties.

(h) Salesforce.com's address is The Landmark @ One Market, Suite 300, San Francisco, California 94105, U.S.A.

(i) Apple and its subsidiaries are third-party beneficiaries of this End User License Agreement, and have the right (and shall be deemed to have accepted the right) to enforce this End User License Agreement against you and the Customer.

(j) To the extent that any third-party terms are applicable when using the Software, each User must comply with such terms when using the Software.

11. USE OF DATA

The Software may obtain information from, or access data stored on, a Supported Device in order to provide the Limits Monitor. The Software may transmit information to and from your device to provide the Limits Monitor. The Software may provide salesforce.com with information related to your use of the Limits Monitor, information regarding your computer system, and information regarding your interaction with the Software, which Salesforce may use to provide and improve the Limits Monitor and related products. The Software’s access to information through your device does not cause that information to be Customer Data under the Salesforce Privacy Statement.

Please indicate whether you agree to the terms of this End User License Agreement.