End User License Agreement / Order Form Supplement
for Marketing Cloud Collect Console

This is a legally binding agreement. Please read it carefully. By clicking “I Agree,” or installing or using the Marketing Cloud Collect Console and/or any updates to such software (collectively, the “Software”) provided by salesforce.com, inc. and/or its affiliates (collectively, “Salesforce”), you either:

- Agree to the following terms in sections 1-9 on behalf of the Salesforce customer with which you are employed, affiliated or associated (“Customer”) and represent that you have authority to bind the Customer to these terms, and represent that you are an authorized User under the master subscription agreement between Salesforce and the Customer (the “Master Subscription Agreement”). All such users are “Customer Users” hereunder and this End User License Agreement constitutes an Order Form Supplement for such Customer Users. If you do not have such authority or are not an authorized User, you may only install or use the Software as a Non-Customer User.

- For all other users (each a “Non-Customer User”), agree to the terms in sections 1-3, and 10.

A. TERMS APPLICABLE TO ALL USERS

1. GENERAL TERMS

This End User License Agreement/Order Form Supplement was last updated on April 28, 2016. It is effective between you and Salesforce as of the date you first download, install or use the Software, whichever is earliest.


2. THIRD PARTY COMPONENTS & DISCLOSURES

The Software may include certain third-party components, and if so, the applicable terms for such components are disclosed in Exhibit A.

B. TERMS APPLICABLE TO CUSTOMER USERS

3. THIS ORDER FORM SUPPLEMENT

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

4. THE SOFTWARE

The Software allows Predictive Web or Predictive Email services Customers to use the Software. The Software is provided by Salesforce as a component of the applicable service described in the Order Form.

The Software contains a feature that allows a Customer User to connect to his/her Salesforce account, via the Software, if: (1) Customer User has a valid, active Salesforce account; and (2) the administrator who manages Customer User’s Org has not disabled use of the feature. “Org” means a unique instance of the Services, i.e., a separate set of Customer Data and Customer-specific Service customizations held by Salesforce in a logically-separated database (i.e., a database segregated through password-controlled access). If Customer User uses this feature, Customer Data may be transferred to and from the respective technical infrastructure systems that support both Predictive Web or Predictive Email services and the Salesforce products. Additional information regarding these technical infrastructure systems is available in the Documentation, accessible online at help.salesforce.com, via that page’s link to the “Trust and Compliance” page.

The Chrome browser is a Non-Salesforce.com Application and Salesforce does not warrant or support Non-Salesforce.com Applications.

5. WHO YOU ARE CONTRACTING WITH

This Order Form Supplement is being entered into between the Salesforce entity named on the Order Form and the Customer. In this Order Form Supplement, the term "Salesforce” means that entity.

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8. TERM AND TERMINATION

Salesforce may terminate this Order Form Supplement at any time upon 30 days' notice to Customer without cause, or immediately upon notice to the Customer if any third party (including, but not limited to, Google Inc., or your network connectivity provider) restricts, prevents or ceases to authorize the installation or use of the Software. In addition, this Order Form Supplement shall terminate immediately and automatically upon any termination or expiration of the Customer's subscription to the Predictive Web or Predictive Email services. 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.

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9. SERVICE LEVEL AGREEMENT

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

C. TERMS APPLICABLE TO NON-CUSTOMER USERS

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(h) You will defend Salesforce against any claim, demand, suit or proceeding made or brought against Salesforce by a third party alleging that any of your data that you upload into the Software, or your use of the Software in breach of this Agreement, infringes or misappropriates such third party’s intellectual property rights or violates applicable law (a “Claim Against Salesforce”), and will indemnify Salesforce from any damages, attorney fees and costs finally awarded against Salesforce as a result of, or for any amounts paid by Salesforce under a court-approved settlement of, a Claim Against Salesforce, provided Salesforce (a) promptly gives you written notice of the Claim Against Salesforce, (b) gives you sole control of the
defense and settlement of the Claim Against Salesforce (except that you may not settle any Claim Against Salesforce unless it unconditionally releases Salesforce of all liability), and (c) gives you all reasonable assistance, at your expense.

Please indicate whether you agree to the terms of this End User License Agreement/Order Form Supplement.
Exhibit A

- Font-Awesome

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