Order Form Supplement for Salesforce Marketing Cloud Mobile App for Android

This is a legally binding agreement. Please read it carefully. By clicking "I Accept", or installing or using the Salesforce Marketing Cloud Mobile App for Android 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.

Google 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 Google 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, Google Inc. or your network connectivity provider).

This Order Form Supplement was last updated on September 16, 2016. It is effective between the Customer and salesforce.com as of the date you first download, install or use the Software, whichever is earliest. You are responsible for reading and complying with any amended version of this Order Form Supplement that is posted at http://www.salesforce.com/company/legal/agreements.jsp before such version can be made available by salesforce.com via the Software.

1. THIS ORDER FORM SUPPLEMENT

This Order Form Supplement is a part of each order form by which the Customer ordered the salesforce.com services branded as "ExactTarget" or “Salesforce Marketing Cloud,” but excluding those services branded as “Radian6,” “Buddy Media,” “Social.com,” “Social Studio,” “iGoDigital,” “Predictive Intelligence,” “Predictive Email,” “Predictive Web,” “Web & Mobile Analytics,” “Web Personalization,” or successor branding, (the “ET Services”), in which the Mobile product is included (an "Order Form"). The Order Form and this Order Form Supplement are governed by the Master Subscription Agreement. This Order Form Supplement adjusts certain terms of the Master Subscription Agreement, solely with respect to the Software. Capitalized terms used but not defined in this Order Form Supplement have the meanings given to them in the Master Subscription Agreement.
2. THE SOFTWARE

The Software allows customers with subscriptions to the ET Services to use such salesforce.com services from Supported Devices. A "Supported Device" is a combination of an Android device model and relevant Android software version(s) that is supported by the Software. The Software is provided by salesforce.com as a component of the ET Services.

3. WHO YOU ARE CONTRACTING WITH

This Order Form Supplement is being entered into between the salesforce.com entity named on the Order Form ("salesforce.com") and the Customer. In this Order Form Supplement, the term "salesforce.com" means that entity.

4. SOFTWARE LICENSE

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

5. PERMITTED LICENSE USES AND RESTRICTIONS

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

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

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

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

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

6. TERM AND TERMINATION

Salesforce.com may terminate this Order Form Supplement at any time upon 30 days' notice to Customer without cause, or immediately upon notice to the Customer if any third party (including, but not limited to, Google 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 Order Form Supplement shall terminate immediately and automatically upon any termination or expiration of the Customer's subscription to the ET 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. Termination of this Order Form Supplement shall not entitle the Customer to any refund, credit, or other compensation from salesforce.com under the Master Subscription Agreement or any other agreement or from any third party.

7. SERVICE LEVEL AGREEMENT

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

8. USE OF DATA

Salesforce.com uses Google Analytics and HockeyApp for the purposes of improving the Software and/or Customer experience.
9. TERMS REQUIRED BY GOOGLE INC.

(a) This Order Form Supplement constitutes an end user license agreement (EULA) in lieu of any license grant provided by Google to use the Software on a Supported Device. This Order Form Supplement is between you and salesforce.com only, and not with Google. Salesforce.com is solely responsible for the Software.

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

(d) To the maximum extent permitted by applicable law, Google will have no warranty obligation whatsoever with respect to the Software, and will not be liable for any 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 under any circumstances.

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(f) Google shall not be responsible for the investigation, defense, settlement or discharge of any claim that the Software or your possession and use of the Software infringes a third party's intellectual property rights.

(g) You represent and warrant 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) you are not 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) Google Inc. and its subsidiaries are third-party beneficiaries of this Order Form Supplement, and have the right (and shall be deemed to have accepted the right) to enforce this Order Form Supplement against you.

(j) In order to continually innovate and improve Google Play, Google may collect certain usage statistics from Google Play and Supported Devices, including but not limited to, information on how Google Play and Supported Devices are being used. The data collected is examined in the aggregate to improve Google Play for users and developers and is maintained in accordance with Google's Privacy Policy. To ensure the improvement of the Software, limited aggregated data may be available to salesforce.com upon its written request.

10. MISCELLANEOUS

You acknowledge and agree to salesforce.com’s privacy statement available at https://www.marketingcloud.com/privacy-policy/, as may be amended from time to time.

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