Order Form Supplement for SalesforceA for Android

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- 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").

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1. THIS ORDER FORM SUPPLEMENT

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

2. THE SOFTWARE
The Software allows Salesforce customers to use the Salesforce service from Supported Devices. A "Supported Device" is a combination of a mobile device running Android software and an Android software version(s) that is supported by the Software. The Software is provided by salesforce.com as a component of the Salesforce service.

3. WHO YOU ARE CONTRACTING WITH

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

4. SOFTWARE LICENSE

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(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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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-Android software combination is supported by the Software.

(g) In addition to mobile applications offered by salesforce.com (and for purposes of this section (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 SalesforceA 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.

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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 SalesforceA service. Upon any such termination or expiration, the Customer (including you) shall no longer be permitted to use the Software, and shall delete or destroy all copies of the Software in its (including your) possession.

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(h) Salesforce.com's address is The Landmark @ One Market, Suite 300, San Francisco, California 94105, U.S.A.
(i) Notwithstanding anything to the contrary in the Master Subscription Agreement, 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 and the Customer.

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9. MISCELLANEOUS

(a) You acknowledge and agree to salesforce.com’s privacy statement available at http://www.salesforce.com/company/privacy/, as may be amended from time to time.

(b) To the extent you use the Software to send SMS messages or make cellular voice calls, you may be subject to standard text messaging rates or other carrier charges.

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