Order Form Supplement for Salesforce for Mobile for Blackberry

This is a legally binding agreement. Please read it carefully. By clicking “I Accept” below, or installing or using the Salesforce Mobile for BlackBerry 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 Mobile 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.

Research in Motion Limited (“RIM”) 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 BlackBerry device, 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, RIM or your network connectivity provider).

This Order Form Supplement was last updated on June 6, 2020. 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 ORDER FORM SUPPLEMENT

This Order Form Supplement is a part of the order form by which the Customer purchased the Salesforce Mobile product (or the Salesforce Unlimited Edition product, in which the Salesforce Mobile product is included) (the “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.com customers to use salesforce.com services, as well as services of certain third-party salesforce.com alliance partners (salesforce.com “Alliance Partners”), from Supported BlackBerry Devices. A “Supported BlackBerry Device” is a combination of a RIM BlackBerry model and relevant
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 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 Tecnologia Ltda., salesforce.com Singapore Pte Ltd, or Salesforce.com Kabushiki Kaisha) and the Customer. In this Order Form Supplement, the term "salesforce.com" means that entity. The Customer may use the Software to access services of salesforce.com Alliance Partners; however, in that case the Customer’s use of the Software is still governed by this Order Form Supplement, the Order Form, and the Master Subscription Agreement between the Customer and salesforce.com.

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. You or the Customer 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 BlackBerry Device that the Customer owns or controls, and on no other devices.

(b) The Software is available for download only from the BlackBerry App World. 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 BlackBerry Device that the Customer owns or controls. This Order Form Supplement does not allow you to update or restore BlackBerry devices that the Customer does not control or own.

(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 breach this restriction, you or they, and the Customer, may be subject to prosecution and damages.

(e) The Customer may not 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 BlackBerry Device to another authorized User under the
Master Subscription Agreement.

(f) The Software is available only for Supported BlackBerry Devices, and may not be available for all BlackBerry devices. Please check salesforce.com’s website at www.salesforce.com, or contact your salesforce.com representative, to determine whether a specific BlackBerry device-BlackBerry 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.

6. TERM AND TERMINATION

Salesforce.com may terminate this Order Form Supplement upon notice to the Customer if any third party (including, but limited to, RIM, or your network connectivity provider) restricts, prevents or ceases to authorize the installation or use of the Software on BlackBerry devices or over your network. In addition, this Order Form Supplement shall terminate immediately and automatically upon any termination of the Customer’s subscription to the Salesforce Mobile product. Upon any such termination, 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 saleforce.com shall not apply to the Software.

8. TERMS RELATED TO RIM AND BLACKBERRY APP WORLD

(a) This Order Form Supplement is between the Customer and salesforce.com only, and not with RIM.

(b) Salesforce.com is solely responsible for providing, and RIM 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 Users may contact by (i) logging a case by logging into the Service, clicking “Help & Training” and then “Log a Case,” providing the requested information and clicking “Submit”; (ii) calling salesforce.com customer support at +1-415-901-7010 (San Francisco, California, USA), +353-1- 2723503 (Dublin, Ireland) or +1-800- 789984 (Sydney, Australia); or (iii) emailing support@salesforce.com, support@emea.salesforce.com
or support@jp.salesforce.com.

(c) RIM shall have no warranty obligation or liability whatsoever with respect to the Software, including without limitation in relation to the sale, distribution or use of the Software, or the performance or non-performance of the Software.

(d) RIM shall not be responsible for addressing any claims of 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.

(e) RIM shall not be responsible for the investigation, defense, settlement or discharge of any claim that the Software or the Customer’s possession and use of the Software infringes a third party’s intellectual property rights.

(f) 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.

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

(h) Notwithstanding anything to the contrary in the Master Subscription Agreement, RIM, its subsidiaries, and any merchants of record operating kiosks or stores within BlackBerry App World through which the Software is made available, 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 the Customer.

Please indicate whether you accept the terms of this Order Form Supplement:

I ACCEPT