Order Form Supplement for Desk.com for Android

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This Order Form Supplement is a part of each order form or other ordering document by which the Customer ordered the Desk.com service, or a salesforce.com service incorporating the Desk.com 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. For clarity, “Documentation” means the applicable Desk.com service’s Trust and Compliance documentation, and its usage guides and policies, as
2. THE SOFTWARE

The Software allows Desk.com customers to use the Desk.com 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 Desk.com 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 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") and the Customer. In this Order Form Supplement, the term "salesforce.com" means that entity.

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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.

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(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 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.

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Any service level agreement in effect between the Customer and salesforce.com shall not apply to 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 at http://support.desk.com or, to inquire via email, at support@desk.com.

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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.

(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 aggregate data may be available to salesforce.com upon its written request.

9. MISCELLANEOUS

(a) You acknowledge and agree to salesforce.com’s privacy statement available at https://www.desk.com/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.