Order Form Supplement for Desk.com for iOS

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• represent that you have the authority to bind the Customer to these terms, and
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1. THIS ORDER FORM SUPPLEMENT

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 updated from time to time, accessible via help.salesforce.com or login to the applicable Desk.com.
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 an Apple device model and relevant iOS 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.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.

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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-iOS 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.

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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.

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

8. TERMS REQUIRED BY APPLE INC.
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(b) Customer's use of the Software must comply with the Usage Rules set forth in the Apple App Store Terms of Use. The license granted for the Software is a non-transferable license to use the Software on any iOS Products that you own or control and as permitted by the Usage Rules set forth in the App Store Terms of Service, except that such Software may be accessed, acquired, and used by other associated accounts via Apple’s Family Sharing program or volume purchasing.

(c) Salesforce.com is solely responsible for providing and Apple has no obligation to provide maintenance and support for the Software. Support requests, as well as questions or complaints regarding the Software, may be directed to Salesforce Customer Support at http://support.desk.com or, to inquire via email, at support@desk.com. Any claims regarding the Software may be submitted via email to legal@salesforce.com.

(d) In the event of any failure of the Software to comply with the warranty in the Master Subscription Agreement, the Customer may notify Apple, and Apple will refund the purchase price for the Software to the Customer. To the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the Software, and will not be liable for any other 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 or to the Customer under any circumstances.

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(g) 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.

(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, Apple 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) To the extent that any third-party terms are applicable when using the Software, each User must comply with such terms when using the Software.

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.