IMPORTANT. PLEASE READ. BY CLICKING THE "I ACCEPT" BUTTON OF THIS SERVICE AGREEMENT, SALESFORCE.COM, INC. AND CUSTOMER AGREE TO THE FOLLOWING TERMS AND CONDITIONS. IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND THE COMPANY TO THE TERMS GOVERNING THE USE OF SALESFORCE.COM'S ON-LINE SERVICE. THE TERM "YOU" REFERS TO: (1) THE COMPANY, ITS OFFICERS, DIRECTORS, AGENTS, AND EMPLOYEES AND USERS, OR (2) AN INDIVIDUAL, IN THE CASE OF A NON-LEGAL ENTITY, AS DEFINED IN THE REGISTRATION INFORMATION PROVIDED TO SALESFORCE.COM. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE WITH THESE TERMS, YOU MUST SELECT THE "I DECLINE" BUTTON AND MAY NOT USE THE SERVICE.

Welcome
As part of the Service, salesforce.com will provide Customer with use of the Service, including a browser interface and data encryption, transmission, access and storage. Customer's registration for, or use of, the Service shall be deemed to be Customer's agreement to abide by this Agreement including any materials available on the salesforce.com website incorporated by reference herein, including but not limited to the Use Guidelines, Privacy, and Security Statements. For reference, a Definitions section is included at the end of this Agreement.

Charges and Payment of Fees
Customer will pay all fees or charges to its account in accordance with the fees, charges, and billing terms in effect at the time a fee or charge is due and payable. The initial charges will be equal to the current number of total User licenses requested times the User license fee currently in effect. Payments may be made annually, monthly, or quarterly, consistent with the Initial Term, at Customer's election. License fees are nonrefundable whether or not User licenses are actively used. Customer must provide salesforce.com with valid credit card or approved purchase order information as a condition to signing up for the Service. An authorized License Administrator may add licenses by executing an additional written Order Form or using the Online Order Center. Added licenses will be subject to the following: (i) added licenses will be coterminous with the preexisting License Term (either Initial Term or renewal term) (ii) the license fee for the added licenses will be the then current, generally applicable license fee; and (iii) licenses added in the middle of a billing period will be charged for that billing period, on a pro rata basis, as well as the subsequent billing period. Salesforce.com reserves the right to change the fees, applicable charges and usage policies and to introduce new charges at any time, upon at least 30 days prior notice to Customer, which notice may be provided by e-mail.

Excess Data Storage Fees.
The maximum disk storage space provided to Customer at no additional charge is a cumulative of 10 MB per User license. If the amount of disk storage required exceeds this limit, Customer will be charged the then-current storage fees. Salesforce.com will use reasonable efforts to notify Customer when the average storage used per license reaches approximately 90% of the maximum; however, any failure by salesforce.com to so notify Customer shall not affect Customer's responsibility for such additional storage charges. Salesforce.com reserves the right to establish or modify its general practices and limits concerning storage of Your Data.

Billing and Renewal
Salesforce.com charges and collects in advance for use of the Service. Salesforce.com will automatically renew and bill Customer’s credit card or issue an invoice to Customer (a) every month for monthly licenses, (b) every quarter for quarterly licenses, or (c) each year on the subsequent anniversary for annual licenses. The renewal charge will be equal to the then-current number of total User licenses times the then-current license fee in effect at the time of renewal. Fees for other services will be charged on an as-quoted basis. Salesforce.com’s fees are exclusive of all taxes, levies, or duties imposed by taxing authorities, and Customer shall be responsible for payment of all such taxes, levies, or duties, excluding only United States (federal or state) taxes based solely on salesforce.com’s income.

Customer agrees to provide salesforce.com with complete and accurate billing and contact information. This information includes Customer’s legal company name, street address, e-mail address, and name and telephone number of an authorized billing contact and License Administrator. Customer agrees to update this information within 30 days of any change to it. If the contact information Customer has provided is false
or fraudulent, salesforce.com reserves the right to terminate Customer’s access to the Service in addition to any other legal remedies.

For credit card payers, invoices will be generated at the start of a license or billing period and Customer’s credit card will be charged simultaneously. If paying by other means, invoices will be generated at the start of a license or billing period and approximately one month in advance of the start of any renewal or subsequent billing period and shall be due within 30 days. Customer’s account will be considered delinquent (in arrears) if payment in full is not received by the license or billing period start date.

Unless salesforce.com in its discretion determines otherwise: (i) entities with headquarters and a majority of users resident in the United States will be billed in U.S. dollars and subject to U.S. payment terms and pricing schemes (“U.S. Customers”); (ii) entities with headquarters and a majority of users resident in Japan will be billed in Japanese yen and subject to Japanese payment terms and pricing schemes (“Japanese Customers”); and (iii) all other entities will be billed in U.S. dollars, Euros or local currency and be subject to either U.S. or non-U.S. payment terms and pricing schemes at the discretion of salesforce.com (“Non-U.S./Japan Customers”).

If Customer believes that the bill is incorrect, Customer must contact us in writing within 60 days of the invoice date of the invoice containing the amount in question to be eligible to receive an adjustment or credit.

Non-Payment
In addition to any other rights granted to salesforce.com herein, salesforce.com reserves the right to suspend or terminate this Agreement and Customer’s access to the Service if Customer’s account becomes delinquent (falls into arrears). Delinquent invoices (accounts in arrears) are subject to interest of 1.5% per month on any outstanding balance, or the maximum permitted by law, whichever is less, plus all expenses of collection. Customer will continue to be charged for User licenses during any period of suspension. If Customer or salesforce.com initiate termination of this Agreement, Customer will be obligated to pay the balance due on Customer’s account computed in accordance with the Charges and Payment of Fees section above. Customer agrees that salesforce.com may charge such unpaid fees to Customer’s credit card or otherwise bill Customer for such unpaid fees.

Suspension of Service
In the event Customer’s account becomes thirty (30) days or more overdue, in addition to and not in lieu of any of its other rights or remedies under this Agreement, salesforce.com reserves the right to suspend the Service provided to Customer. Salesforce.com also reserves the right to impose a separate reconnection fee should Customer thereafter again request access to the Service. Customer agrees and acknowledges that salesforce.com has no obligation to retain the Customer Data if the account is more than 30 days overdue, and such Customer Data will be irretrievably deleted if the account is unpaid after 30 days.

Privacy & Security
Salesforce.com’s privacy and security policies may be viewed at http://www.salesforce.com (homepage footer). Salesforce.com reserves the right to modify its privacy and security policies in its reasonable discretion from time to time.

License Grants
Salesforce.com grants Customer a non-exclusive, non-transferable worldwide right to use the Service, solely for Customer’s own internal business purposes subject to the terms of this Agreement. Subject to the terms of this Agreement, Customer grants to salesforce.com the non-exclusive, worldwide, right to use, copy, store, transmit and display Customer Data solely to the extent necessary to provide the Service as requested by Customer. Customer shall not (i) license, sublicense, sell, resell, transfer, assign, distribute or otherwise make available to any third party the Service or the Content, (ii) modify or make derivative works based upon the salesforce.com Technology or the Content; (iii) commercially exploit the Service or the Content in any way, or (iv) create Internet “links” to the Service or “frame” or “mirror” any Content contained in, or accessible from, the Service on any other server, wireless or Internet-based device. Salesforce.com shall not use the Customer Data for any purpose other than to provide the Service to Customer. All rights not expressly granted to Customer are reserved by salesforce.com and its licensors.

Restrictions
Customer shall not (i) license, sublicense, sell, resell, transfer, assign, distribute or otherwise make available to any third party the Service or the Content, (ii) modify or make derivative works based upon the salesforce.com Technology or the Content; (iii) commercially exploit the Service or the Content in any way,
or (iv) create Internet “links” to the Service or “frame” or “mirror” any Content contained in, or accessible from, the Service on any other server, wireless or Internet-based device. Salesforce.com shall not use the Customer Data for any purpose other than to provide the Service to Customer. Customer is advised to consult with Customer’s broker or other financial representative to verify pricing information prior to the execution of any security trade based upon the Content.

Customer Responsibilities
Customer is responsible for any and all activities that occur under Customer’s user accounts. Customer shall: (i) notify Salesforce.com immediately of any unauthorized use of any password or account or any other known or suspected breach of security; (ii) report to Salesforce.com immediately and use reasonable efforts to stop immediately any copying or distribution of Content that is known or suspected by Customer or its Users; (iii) assure that use of the Service shall at all times comply with all applicable local, state, federal, and international laws, regulations, and conventions, including without limitation those related to data privacy, international communications, and the exportation of technical or personal data; (iv) assure that use of the Service by Customer’s Users shall at all times conform to the Use Guidelines; and (v) not impersonate another Salesforce.com user or provide false identity information to gain access to or use the Service.

Account Information and Data
All data submitted by Customer to the Service, whether posted by Customer or by third parties, shall remain the sole property of Customer or such third parties, as applicable, unless specifically notified in advance. Customer, not Salesforce.com, shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness and copyright of all Customer Data, and Salesforce.com shall not be responsible or liable for the deletion, correction, destruction, damage, loss or failure to store any Data. In the event that Customer terminates this Agreement (other than by reason of Customer’s breach), Salesforce.com will make available to Customer a file of the Customer Data within 30 days of termination notice if Customer so requests. Salesforce.com reserves the right to withhold, remove and/or discard Customer Data without notice for any breach, including, without limitation, Customer’s non-payment. Upon termination for cause, Customer’s right to access or use Customer Data immediately ceases, and Salesforce.com shall have no obligation to maintain or forward any Customer Data.

User Conduct.
Customer agrees to abide by all applicable local, state, national and foreign laws, treaties and regulations in connection with the Service. In addition, Customer agrees to adhere to the Use Guidelines accessible at http://www.salesforce.com, which may be updated by Salesforce.com in its sole discretion from time to time.

Termination/Reduction in Service Level
This Agreement commences on the Effective Date. The Initial Term of this Agreement will be one month, three months, or one year as determined by Customer’s election during the online subscription process, commencing on the date Customer agrees to pay for the Service by completing the online subscription form. This Agreement will automatically renew upon the expiration of the Initial Term. Either party may terminate this Agreement or reduce the level of service by notifying the other party in writing at least 30 days prior to the end of the then current term. In the case of free trials, notifications provided through the Service indicating the remaining number of days in the free trial shall constitute notice of termination. Reductions of Service shall not be effective until You have reduced Your data storage amount commensurate with the reduced number of User licenses. You will be billed for the period from the date you initiate the termination/reduction and reduce data storage commensurate with the reduced number of licenses up to and including the date one month following the date you initiated the termination/reduction at the service level prior to such termination/reduction. Upon termination/reduction, you will be granted a refund of any prepaid charges applicable to the period starting one month after our receipt of your written notice of the termination/reduction. In the event that Customer terminates this Agreement (other than by reason of Customer’s breach), Salesforce.com will make available to Customer a file of its Customer Data within 30 days of termination if Customer so requests at the time notice of termination is given. Customer agrees and acknowledges that Salesforce.com has no obligation to retain the Customer Data, and may delete such Customer Data, more than 30 days after termination.

Termination for Cause
Any breach of Customer’s payment obligations, Use Guidelines, unauthorized use of the Salesforce.com Technology or Service will be deemed a material breach of this Agreement. Salesforce.com, in its sole discretion, may terminate Customer’s password, account or use of the Service if Customer breaches or otherwise fails to comply with this Agreement. In addition, Salesforce.com may terminate a free account if Customer does not first log on within 30 days after registration or if 90 days have passed since Customer...
last logged on. Customer agrees and acknowledges that salesforce.com has no obligation to retain the Customer Data, and will delete such Customer Data, if Customer has materially breached this Agreement, including but not limited to failure to pay outstanding fees, and such breach has not been cured within 30 days of notice of such breach.

**Salesforce.com Ownership**
Salesforce.com alone (and its licensors, where applicable) shall own all right, title and interest, including all related Intellectual Property Rights, in and to the Salesforce.com Technology, the Content and the Service and any suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by Customer or any other party relating to the Service. This Agreement is not a sale and does not convey any rights of ownership in or related to the Service, Salesforce.com Technology or Intellectual Property owned by salesforce.com to Customer. The salesforce.com name, the salesforce.com logo, and the product names associated with the Service are trademarks of salesforce.com or third parties, and no right or license is granted to use them.

**Third Party Rights**
During use of the Service, Customer may enter into correspondence with, purchase goods and/or services from, or participate in promotions of advertisers or sponsors showing their goods and/or services through the Service. Any such activity, and any terms, conditions, warranties or representations associated with such activity, is solely between Customer and the applicable third-party. Salesforce.com and its licensors shall have no liability, obligation or responsibility for any such correspondence, purchase or promotion between Customer and any such third-party. Salesforce.com does not endorse any sites on the Internet that are linked through the Service. Salesforce.com is providing these links to Customer only as a matter of convenience, and in no event shall salesforce.com or its licensors be responsible for any content, products, or other materials on or available from such sites. Salesforce.com provides its services to Customer pursuant to the terms of this Agreement. Customer recognizes, however, that certain third-party providers of ancillary software, hardware, or services may require Customer’s agreement to additional or different license or other terms prior to Customer’s use of or access to such software, hardware, or services on behalf of Customer.

**Representation & Warranties**
Each party represents and warrants that it has the legal power and authority to enter into this Agreement. Salesforce.com represents and warrants that it will provide the Service in a manner consistent with general industry standards reasonably applicable to the provision thereof and that the Service will perform substantially in accordance with the online salesforce.com help documentation under normal use and circumstances. Customer represents and warrants that it has not falsely identified itself nor provided any false information to gain access to the Service, that Customer’s billing information is correct, and that Customer will comply with the Use Guidelines.

**Mutual Indemnification**
Customer shall indemnify and hold salesforce.com, its licensors and each such party’s parent organizations, subsidiaries, affiliates, officers, directors, employees, attorneys and agents harmless from and against any and all claims, costs, damages, losses, liabilities and expenses (including attorneys’ fees and costs) arising out of or in connection with: (i) a claim alleging that use of the Service directly infringes a copyright, a U.S. patent issued as of the Effective Date, or trademark of a third party; (ii) a claim, which if true, would constitute a violation of Customer of the representations and warranties; or (iii) a claim arising from the breach by Customer or Users of this Agreement, provided in any such case that salesforce.com (i) gives written notice of the claim promptly to Customer (ii) gives Customer sole control of the defense and settlement of the claim (provided that Customer may not settle or defend any claim unless it unconditionally releases salesforce.com of all liability and such settlement does not affect salesforce.com’s business or Service); (iii) provides to Customer all available information and assistance; and (iv) has not compromised or settled such claim.

Salesforce.com shall indemnify and hold Customer and its parent organizations, subsidiaries, affiliates, officers, directors, employees, attorneys and agents harmless from and against any and all claims, costs, damages, losses, liabilities and expenses (including attorneys’ fees and costs) arising out of or in connection with: (i) a claim alleging that the Service directly infringes a copyright, a U.S. patent issued as of the Effective Date, or trademark of a third party; (ii) a claim, which if true, would constitute a violation of salesforce.com of the representations or warranties; or (iii) a claim arising from breach of this Agreement by salesforce.com; provided that Customer (i) promptly gives written notice of the claim to salesforce.com; (ii) gives salesforce.com sole control of the defense and settlement of the claim (provided that salesforce.com may not settle or defend any claim unless it unconditionally releases Customer of all liability); (iii) provides to salesforce.com all available information and assistance; and (iv) has not compromised or settled such claim. Salesforce.com shall have no indemnification obligation, and Customer shall indemnify salesforce.com
pursuant to this Agreement, for claims arising from Customer’s breach of this Agreement or any infringement arising from the combination of the Service with any of Customer’s products, service, hardware or business process(s).

Disclaimer of Warranties
SALESFORCE.COM AND ITS LICENSORS MAKE NO REPRESENTATION, WARRANTY, OR GUARANTY AS TO THE RELIABILITY, TIMELINESS, QUALITY, SUITABILITY, TRUTH, AVAILABILITY, ACCURACY OR COMPLETENESS OF THE SERVICE OR ANY CONTENT; SALESFORCE.COM AND ITS LICENSORS DO NOT REPRESENT OR WARRANT THAT (A) THE USE OF THE SERVICE WILL BE SECURE, TIMELY, UNINTERRUPTED OR ERROR-FREE OR OPERATE IN COMBINATION WITH ANY OTHER HARDWARE, SOFTWARE, SYSTEM OR DATA, (B) THE SERVICE WILL MEET CUSTOMER’S REQUIREMENTS OR EXPECTATIONS, (C) ANY STORED DATA WILL BE ACCURATE OR RELIABLE, (D) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY CUSTOMER THROUGH THE SERVICE WILL MEET CUSTOMER’S REQUIREMENTS OR EXPECTATIONS, (E) ERRORS OR DEFECTS WILL BE CORRECTED, OR (F) THE SERVICE OR THE SERVER(S) THAT MAKE THE SERVICE AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS;(III) THE SERVICE AND ALL CONTENT IS PROVIDED TO CUSTOMER STRICTLY ON AN "AS IS" BASIS; AND (IV) ALL CONDITIONS, REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS, ARE HEREBY DISCLAIMED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW BY SALESFORCE.COM AND ITS LICENSORS.

Internet Delays
SALESFORCE.COM’S SERVICES MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS. SALESFORCE.COM IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE resultING FROM SUCH PROBLEMS.

Limitation of Liability
IN NO EVENT SHALL EITHER PARTY’S AGGREGATE LIABILITY EXCEED THE AMOUNTS ACTUALLY PAID BY AND DUE FROM CUSTOMER IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM. IN NO EVENT SHALL EITHER PARTY AND/OR ITS LICENSORS BE LIABLE TO ANYONE FOR ANY INDIRECT, PUNITIVE, SPECIAL, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES OF ANY TYPE OR KIND (INCLUDING LOSS OF DATA, REVENUE, PROFITS, USE OR OTHER ECONOMIC ADVANTAGE) ARISING OUT OF, OR IN ANY WAY CONNECTED WITH THIS SERVICE, INCLUDING BUT NOT LIMITED TO THE USE OR INABILITY TO USE THE SERVICE, OR FOR ANY CONTENT OBTAINED FROM OR THROUGH THE SERVICE, ANY INTERRUPTION, INACCURACY, ERROR OR OMISSION, REGARDLESS OF CAUSE IN THE CONTENT, EVEN IF THE PARTY FROM WHICH DAMAGES ARE BEING SOUGHT OR SUCH PARTY’S LICENSORS HAVE BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Additional Rights
Certain states and/or jurisdictions do not allow the exclusion of implied warranties or limitation of liability for incidental or consequential damages, so the exclusions set forth above may not apply to Customer.

Local Laws and Export Control
This site provides services and uses software and technology that may be subject to United States export controls administered by the U.S. Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, and other U.S. agencies and the export control regulations of the European Union. The user of this site ("User") acknowledges and agrees that the site shall not be used, and none of the underlying information, software, or technology may be transferred or otherwise exported or re-exported to Afghanistan, Burma, Cuba, Iraq, Iran, Libya, Sudan, or any other countries to which the United States and/or the European Union maintains an embargo (collectively, "Embargoed Countries"), or to or by a national or resident thereof, or any person or entity on the U.S. Department of Treasury’s List of Specially Designated Nationals or the U.S. Department of Commerce’s Table of Denial Orders (collectively, "Designated Nationals"). The lists of Embargoed Countries and Designated Nationals are subject to change without notice. By using this site, User represents and warrants that it is not located in, under the control of, or a national or resident of an Embargoed Country or Designated National. User agrees to comply strictly with all U.S. and European Union export laws and assumes sole responsibility for obtaining licenses to export or re-export as may be required.
This site may use encryption technology that is subject to licensing requirements under the U.S. Export Administration Regulations, 15 C.F.R. Parts 730-774 and Council Regulation (EC) No. 1334/2000

Salesforce.com and its licensors make no representation that the Service is appropriate or available for use in other locations. If Customer uses the Service from outside the United States of America and/or the European Union, Customer is solely responsible for compliance with all applicable laws, including without limitation export and import regulations of other countries. Any diversion of the Content contrary to United States or European Union (including European Union Member States) law is prohibited. None of the Content, nor any information acquired through the use of the Service, is or will be used for nuclear activities, chemical or biological weapons, or missile projects, unless specifically authorized by the United States Government or appropriate European body for such purposes.

Notice
Salesforce.com may give notice by means of a general notice on the Service, electronic mail to Customer’s e-mail address on record in Salesforce.com’s account information, or by written communication sent by first class mail or pre-paid post to Customer’s address on record in Salesforce.com’s account information. Such notice shall be deemed to have been given upon the expiration of 48 hours after mailing or posting (if sent by first class mail or pre-paid post) or 12 hours after sending (if sent by email). Customer may give notice to Salesforce.com (such notice shall be deemed given when received by Salesforce.com) at any time by any of the following: letter sent by confirmed facsimile to Salesforce.com at the following fax numbers (whichever is appropriate): (415) 901-7040 (for U.S. Customers) or +353 1 2723501 (for Non-U.S./Japan Customers); letter delivered by nationally recognized overnight delivery service or first class postage prepaid mail to Salesforce.com at the following addresses (whichever is appropriate): Salesforce.com, The Landmark @ One Market, Suite 300, San Francisco, CA 94105 or Powerscourt House, Enniskerry Co., Wicklow, Ireland, in either case, addressed to the attention of: Chief Financial Officer.

Modification to Terms
Salesforce.com reserves the right to change the terms and conditions of this Agreement or its policies relating to the Service at any time and shall notify Customer by posting an updated version of this Agreement on the Service. Customer is responsible for regularly reviewing this Agreement. Continued use of the Service after any such changes shall constitute Customer’s consent to such changes.

Assignment
This Agreement may not be assigned by Customer without the prior written approval of Salesforce.com but may be assigned by Salesforce.com to (i) a parent or subsidiary, (ii) an acquirer of assets, or (iii) a successor by merger. Any purported assignment in violation of this section shall be void.

General
With respect to the U.S. Customers, this Agreement shall be governed by California law and controlling United States federal law, without regard to the choice or conflicts of law provisions of any jurisdiction, and any disputes, actions, claims or causes of action arising out of or in connection with this Agreement or the Service shall be subject to the exclusive jurisdiction of the state and federal courts located in San Francisco, California. With respect to Non-U.S./Japan Customers, this Agreement shall be governed by the laws of Ireland, without regard to the choice or conflicts of law provisions of any jurisdiction, and any disputes, actions, claims or causes of action arising out of or in connection with this Agreement or the Service shall be subject to the exclusive jurisdiction of the courts of Ireland. Unless otherwise provided by Salesforce.com in its discretion, Japanese Customers shall be governed by the Japanese language version of this Agreement accessible through http://www.salesforce.com/jp/. No text or information set forth on any other purchase order, preprinted form or document (other than an Order Form, if applicable) shall add to or vary the terms and conditions of this Agreement. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then such provision(s) shall be construed, as nearly as possible, to reflect the intentions of the invalid or unenforceable provision(s), with all other provisions remaining in full force and effect. No joint venture, partnership, employment, or agency relationship exists between Customer and Salesforce.com as a result of this agreement or use of the Service. The failure of Salesforce.com to enforce any right or provision in this Agreement shall not constitute a waiver of such right or provision unless acknowledged and agreed to by Salesforce.com in writing. This Agreement, together with any applicable Order Form, comprises the entire agreement between Customer and Salesforce.com and supersedes all prior or contemporaneous negotiations, discussions or agreements, whether written or oral, between the parties regarding the subject matter contained herein.
Definitions
As used in this Agreement and in any Order Forms now or hereafter attached hereto: “Agreement” means this online services agreement, and any Order Forms, whether written or submitted online via the Online Order Center, and any materials available on the salesforce.com website specifically incorporated by reference herein, as such materials, including the terms of this Agreement, may be updated by salesforce.com from time to time in its sole discretion; “Content” means the audio and visual information, documents, software, products and services contained or made available to Customer in the course of using the Service; “Customer, You or Customer’s” means the individual or legal entity, its directors, officers, affiliates agents, and employees, as identified in the registration and identification data provided to salesforce.com via this web site; “Customer Data” means any data, information or material provided or submitted by Customer to salesforce.com in the course of utilizing the Service; “Effective Date” means the earlier of either the date this Agreement is accepted by selecting the “I Accept” option presented on the screen after this Agreement is displayed or the date Customer begins using the Service; “Initial Term” means the period during which Customer is obligated to pay for the Service equal to the billing frequency selected by Customer during the subscription process, i.e. if the billing frequency is monthly, the Initial Term is one month; “Intellectual Property Rights” means unpatented inventions, patent applications, patents, design rights, copyrights, trademarks, service marks, trade names, domain name rights, mask work rights, know-how and other trade secret rights, and all other intellectual property rights, derivatives thereof, and forms of protection of a similar nature; “License Administrator(s)” means those Users designated by Customer who are authorized to purchase licenses online using the Online Order Center or by executing written Order Forms; “License Term(s)” means the period(s), excluding the Initial Term, during which a specified number of Users are licensed to use the Service pursuant to the Order Form(s); “Order Form(s)” means the initial subscription for the Service and any subsequent order forms submitted online, specifying, among other things, the number of licenses and other services contracted for, the applicable fees, the billing period, and other charges as agreed to between the parties and each such Order Form shall be incorporated into and become a part of this Agreement. In the event of any conflict between the terms of this Agreement and the terms of any such Order Form, the terms of this Agreement shall prevail; “Online Order Center” means salesforce.com’s online application that allows the License Administrator designated by Customer to, among other things, add additional Users to the Service; “salesforce.com” means SalesForce.com, Inc., a Delaware corporation, having its principal place of business at TheLandmark@OneMarket, Suite 300, San Francisco, California 94105 and salesforce.com EMEA Limited (collectively “salesforce.com”) “Salesforce.com Technology” means all of salesforce.com’s proprietary technology (including software, hardware, products, processes, algorithms, user interfaces, know-how, techniques, designs and other tangible or intangible technical material or information) made available to Customer by salesforce.com in providing the Service; “Service(s)” means the online customer relationship management, billing, data analysis, and other corporate ERP services developed, operated, and maintained by salesforce.com accessible via http://www.salesforce.com or other designated web site or IP address or ancillary services rendered to Customer by salesforce.com, to which Customer is being granted access under this Agreement, including the Salesforce.com Technology and the Content; “System Administrator(s)” means those Users designated by Customer who are authorized to create User accounts and otherwise administer Customer’s use of the Service; “Use Guidelines” means the guidelines for use of the Service promulgated from time to time by salesforce.com pursuant to this Agreement and found at http://www.salesforce.com/; “User(s)” means Customer, its employees, representatives, consultants, contractors or agents who are authorized to use the Service and have been supplied user identifications and passwords by Customer (or by salesforce.com at Customer’s request).

Questions or Additional Information
If You have questions regarding this Agreement or wish to obtain additional information, please send an e-mail to info@salesforce.com.