ONLINE SERVICE AGREEMENT
30-Apr-02

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
Customer's registration for, or use of, the Service shall be taken to be Customer’s acceptance of, and agreement to, the terms of this Agreement including terms contained in any materials available on the salesforce.com website incorporated by reference herein, including but not limited to the Privacy and Security Statements. For reference, a Definitions section is included at the end of this Agreement.

User Accounts
A User account is required to access the Service and may be accessed and used only by Users. To open a User account, Customer must complete the registration process by providing salesforce.com with current, complete and accurate information as prompted by the registration form. In registering for the Service, Customer must submit accurate, current and complete information about Customer and promptly update such information. Should salesforce.com suspect that such information is untrue, inaccurate, not current or incomplete, salesforce.com has the right to suspend or terminate Customer's use of the Service. Users must choose a personal, non-transferable password. User accounts cannot be shared or used by more than one individual. For the purposes of this Agreement, one User account equals a single license. A User account can be transferred to a new user only if a previous user becomes inactive and is unable to access the Service. Salesforce.com or its designee shall have the right to periodically (no more than twice per year) audit the number of users, user names and licenses to ensure compliance with this Agreement.

Charges and Payment of Fees
Customer will pay all fees and 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 multiplied by 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, or if requested by Salesforce.com, acceptable credit information. 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) the term of the added licenses will be coterminous with the term of the preexisting licenses (either their 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 in that billing period, on a pro rata basis, as well as in the subsequent billing period.

Variation of Fees and Charges
Salesforce.com reserves the right to change the fees, the terms of this Agreement, or 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. This provision will cease to apply when lesser User license terms are converted to annual User licenses.

Excess Data Storage Fees
The maximum disk storage space provided to Customer for storage of Customer Data 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 Customer 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 multiplied by 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 must provide Salesforce.com with complete and accurate billing and contact information. This information shall include Customer’s legal company name, street address, e-mail address, and name and telephone number of an authorized billing contact and License Administrator. Customer must update this information within 30 days of any change to it. If the contact information Customer has provided is false, fraudulent or is not updated as required by this Agreement, Salesforce.com reserves the right to terminate Customer’s access to the Service, in addition to any other legal remedies Salesforce.com may have.

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 from the date of invoice. 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 will be 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 will be 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 will 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 its bill is incorrect, Customer must contact Salesforce.com in writing within 60 days of the date of the disputed invoice to be eligible to receive an adjustment or credit.

Non-Payment
In addition to any other rights or remedies at law or under this Agreement, Salesforce.com reserves the right to suspend or terminate this Agreement and Customer’s access to the Service, without liability to the Customer for such termination, until such amounts are paid in full, if Customer’s account becomes delinquent (falls into arrears). Delinquent invoices are subject to interest of 1.5% per month on the outstanding balance, or the maximum rate permitted by law, whichever is less, plus all Salesforce.com’s expenses of collection. Customer will continue to be charged for User licenses during any period of suspension. Salesforce.com may charge such unpaid fees to Customer’s credit card or otherwise bill Customer for such unpaid fees. Salesforce.com also reserves the right to impose a separate reconnection fee should Customer thereafter again request access to the Service. Salesforce.com has no obligation to retain the Customer Data if the account is delinquent for more than 30 days, and such Customer Data may 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. Salesforce.com reserves the right to modify its privacy and security policies in its reasonable discretion from time to time.

Reservation of Rights
Customer acknowledges that in providing the Service Salesforce.com utilizes the Salesforce.com Technology, which is covered by intellectual property rights owned or licensed by Salesforce.com ("Salesforce.com IP Rights"). Other than as expressly set forth in this Agreement, no license or other rights in the Salesforce.com IP Rights are granted to the Customer, and all such rights are hereby expressly reserved.
License Grants
Salesforce.com grants Customer and its Users a non-exclusive, non-transferable, non-sublicensable right to access and use the Service for the purpose for which it is made available to Customer and otherwise in accordance with this Agreement. Customer grants to Salesforce.com the non-exclusive license to use, copy, store, modify, transmit and display Customer Data solely to the extent necessary to provide the Service to Customer. Customer shall not: (i) modify or make derivative works based on the Salesforce.com Technology; (ii) disassemble, reverse engineer, or decompile any of the Salesforce.com Technology; (iii) commercially exploit the Service in any way; or (iv) create Internet "links" to or from the Service, or "frame" or "mirror" any of Salesforce.com's content which forms part of the Service (other than on Customers' own internal intranets).

Suggestions, ideas and feedback
Salesforce.com shall have the unrestricted right to use or act upon any suggestions, ideas, enhancement requests, feedback, recommendations or other information (other than Customer Data) provided by Customer or any other party relating to the Service.

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 or unauthorized access to the Service; (ii) report to Salesforce.com immediately and use reasonable efforts to stop immediately any copying or distribution of Salesforce.com Technology 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) ensure that a User does not impersonate any other Salesforce.com User, or any other user, or provide false identity information to gain access to or use the Service; (vi) use the Service solely for its internal business purposes as contemplated by this Agreement; or (vii) not use the Service to: (a) send spam or any other form of duplicative and unsolicited messages other than marketing and promotional messages to Customer's clients and prospective clients as contemplated by the Service; (b) harvest, collect, gather or assemble information or data regarding other users without their consent; (c) knowingly transmit through or post on the Service unlawful, immoral, libelous, tortuous, infringing, defamatory, threatening, vulgar, or obscene material or material harmful to minors; (d) knowingly transmit material containing software viruses or other harmful or deleterious computer code, files, scripts, agents, or programs; (e) knowingly interfere with or disrupt the integrity or performance of the Service or the data contained therein; (f) attempt to gain unauthorized access to the Service, computer systems or networks related to the Service; or (g) harass or interfere with another user's use and enjoyment of the Service.

Account Information and Data
All data submitted by Customer to the Service, whether posted by Customer or by third parties on Customer's behalf, shall remain the sole property of Customer or such third parties, as applicable. Customer, not Salesforce.com, shall have sole responsibility for ensuring the accuracy, quality, integrity, legality, reliability and appropriateness of all Customer Data, and for ensuring that the use of the Customer Data will not infringe the copyright, or any other rights, of any third party. Salesforce.com shall not be responsible or liable for the deletion, correction, destruction, damage, loss or failure to store any Customer 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 by Customer, including, without limitation, Customer's non-payment. Upon termination for cause by Salesforce.com, 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 must comply with all applicable local, state, national and foreign laws, treaties and regulations in connection with the use of the Service.

Term
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.
**Renewal & Conversion of License Term**
This Agreement and the User licenses will automatically renew upon the expiration of the Initial Term for a renewal term equal to the Initial Term, unless Customer chooses to convert the duration of monthly or quarterly User licenses into annual User licenses, by submitting an Order Form specifying that Customer elects to renew its User license annually. If such an Order Form is submitted by Customer and accepted by salesforce.com, those provisions of this Agreement which are expressly stated to “cease to apply when lesser User license terms are converted to annual User licenses” will be deemed deleted and will, from the effective date of the converted annual User license, cease to form part of the Agreement between salesforce.com and Customer.

**Termination at Will**
Either party may terminate this Agreement 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 by salesforce.com to Customer through the Service indicating the remaining number of days in the free trial shall constitute notice of termination from salesforce.com. Upon termination, Customer will be entitled to a refund of any prepaid charges attributable to any period starting after the effective date of termination. In the event that Customer terminates this Agreement, and provided that at the effective date of termination Customer is not in breach of any term of this Agreement, 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. Salesforce.com has no obligation to retain the Customer Data, and may delete such Customer Data, more than 30 days after termination. This provision will cease to apply when lesser User license terms are converted to annual User licenses.

**Termination for Cause**
Any breach of Customer's payment obligations, 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 (i) Customer’s password, account or use of the Service if Customer breaches or otherwise fails to comply with this Agreement; and (ii) this Agreement if Customer is in material breach. 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. 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.

**Third Party Providers**
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, but Customer recognizes, 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. 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.

**Disclaimer of Warranties**
EXCEPT AS EXPRESSLY PROVIDED HEREIN, SALESFORCE.COM MAKES NO REPRESENTATION, WARRANTY (WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE), OR GUARANTY OF ANY KIND AS TO THE RELIABILITY, TIMELINESS, QUALITY, SUITABILITY, TRUTH, AVAILABILITY,
ACCURACY OR COMPLETENESS OF THE SERVICE OR ANY CONTENT. SALESFORCE.COM DOES
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. SALESFORCE.COM HEREBY SPECIFICALLY DISCLAIMS ALL
IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND
NON-INFRINGEMENT OF THIRD PARTY RIGHTS, TO THE MAXIMUM EXTENT PERMITTED BY
APPLICABLE LAW.

Mutual Indemnification
Subject to this Agreement, Customer shall defend, indemnify and hold salesforce.com harmless against all
loss or damage incurred in connection with claims, demands, suits or proceedings ("Claims") made or
brought against salesforce.com by a third party: (i) alleging that use of the Customer Data or use thereof by
either party has caused harm to a third party or infringes a third party's rights in copyright, a United States
patent issued as of the Effective Date, or a trademark; (ii) arising from the breach by Customer or Users of
this Agreement, provided in any such case that salesforce.com (a) gives written notice of the Claim
promptly to Customer (b) 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); (c) provides to Customer
all available information and assistance; and (d) has not compromised or settled such Claim.

Subject to this Agreement, Salesforce.com shall defend, indemnify and hold Customer harmless against all
loss or damage incurred in connection with claims, demands, suits or proceedings ("Claims") made or
brought against Customer by a third party: (i) alleging that Customer's use of the Service infringes a third
party's rights in copyright, a United States patent issued as of the Effective Date, or a trademarks; (ii)
 arising from the breach by salesforce.com of this Agreement, provided in any such case that Customer (a)
gives written notice of the Claim promptly to salesforce.com; (b) 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 and such settlement does not affect Customer's business);
(c) provides to salesforce.com all available information and assistance; and (d) 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).

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 ARISING OUT OF OR RELATED TO
THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF 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 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 AGREEMENT, 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, EVEN IF THE PARTY FROM WHICH DAMAGES ARE BEING SOUGHT HAS
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. Customer shall not transfer or otherwise export or re-export any of this site's underlying information, software, or technology 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, Customer represents and warrants that its Users are not located in, under the control of, or a national or resident of an Embargoed Country or Designated National. Customer must 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 makes no representation that the Service is available for use in locations outside the United States of America. 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 Salesforce.com Technology contrary to United States' or European Union (including European Union Member States) law is prohibited. Customer represents and warrants that none of the Salesforce.com Technology, 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, Enniskery 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 be legally bound by such changes. This provision will cease to apply when lesser User license terms are converted to annual User licenses.

**Assignment**

This Agreement may not be assigned by Customer without the prior written approval of salesforce.com 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
If you have questions regarding this agreement or wish to obtain additional information, please send an e-mail to info@salesforce.com.