PURCHASE ORDER TERMS AND CONDITIONS

1. ENTIRE AGREEMENT. This purchase order (including all attachments) ("Order") becomes the complete agreement between salesforce.com, Inc. ("Buyer") and you ("Seller") with respect to the subject matter of this order upon Seller’s acknowledgement or commencement of performance. Any acceptance by Seller stating additional or different terms from those stated in this Order shall operate as an acceptance by Seller, provided that all such additional or differing terms are hereby deemed material alterations and notice of Buyer’s objection to and rejection of them is hereby given. No modification, alteration or amendment shall be effective unless in writing and signed by authorized representatives of both parties.

2. PRICE.

2.1 This order shall not be filled at prices higher than those shown herein unless such increased prices have been authorized in writing by Buyer.

2.2 If Seller decreases prices for any items to be furnished, the price of all unfinished items shall be proportionately reduced.

3. INVOICING AND DISCOUNTS. Any applicable discount basis shall be computed from the latest of: (i) the scheduled delivery date, (ii) the actual delivery, or (iii) the date an acceptable invoice is received. An acceptable invoice shall be in US dollars, denominated in whole numbers, signed by an authorized representative of Seller, and paid for by Buyer shall (i) be kept confidential by Seller; (ii) remain or become Buyer’s property; (iii) be used by Seller exclusively to manufacture goods for Buyer; (iv) be clearly marked as Buyer’s property and be segregated from Seller’s other tooling, materials and data when not in use; (v) be kept in good working condition at Seller’s expense; and (vi) be shipped to Buyer promptly on demand. Seller will not disclose and will not use any Buyer’s confidential information for any other purpose.

4. DELIVERY. Time is of the essence. Delivery shall be strictly in accordance with the schedule set forth in this Order and any delays in shipment shall be reported immediately by Seller to Buyer. No partial deliveries or deliveries of additional items shall be made without Buyer’s express prior written consent. Buyer reserves the right to cancel this Order in whole or in part if Seller fails to make deliveries in accordance with its terms.

5. CHANGES/CANCELLATION.

5.1 Buyer may at any time make changes in the delivery schedules, designs, quantities, and specifications for goods ordered hereunder. Buyer may terminate this Agreement in whole or in part if Seller fails to make deliveries in accordance with its terms.

5.2 There shall be no charges for canceling Orders for standard items. Any claim for cancellation charges for nonstandard items must be submitted to Buyer in writing within thirty (30) days after receipt of Buyer’s termination notice.

5.3 Seller’s claim may include: (i) the cost of unique work in process, and (ii) the cost of paying claims to Seller’s vendors for work directly allocable to items cancelled and which cannot be diverted to other customers of Seller’s vendors. Seller shall, whenever possible, place such work in process in inventory and sell it to other customers. In no event shall any such claim for nonstandard items exceed the total price for items cancelled. Upon payment of Seller’s claim, Buyer shall be entitled to all work and materials paid for. Buyer reserves the right to inspect Seller’s work in process and to audit all relevant documents prior to paying Seller’s claim.

6. ACCEPTANCE. Payment for items ordered hereunder shall not constitute acceptance of all or any items subject to Buyer’s inspection and tests before final acceptance at Buyer’s premises. If any inspection or test is made on Seller’s premises, Seller shall provide Buyer’s inspectors with reasonable facilities and assistance at no additional charge. No item shall be deemed accepted by Buyer until Buyer has given written notice of such acceptance to Seller. Buyer shall have the right to reject or require the correction of any item found to be defective, which item shall be promptly repaired or corrected by Seller.

7. WARRANTY. Seller warrants that all items provided hereunder shall be merchantable, free from defects in design, workmanship and materials, and conform to the agreed-upon specifications for the items. At Buyer’s option, Seller shall promptly repair, replace or refund the purchase price and cost of shipment to Buyer of all defective or otherwise unacceptable items. Buyer shall have no liability for any such returned items and Seller shall bear all liability, responsibility and expenses for them. The foregoing warranties are in addition to all other warranties, express, implied, or statutory, and survive delivery, inspection, acceptance, or payment by Buyer.

8. INTELLECTUAL PROPERTY. Seller shall indemnify Buyer and Buyer’s customers and hold them harmless against any costs, expenses, losses, damages or liabilities (including attorneys’ fees) incurred because of actual or alleged infringement of any patent, copyright, trade secret, trademark or other intellectual property right arising out of the use or sale by Buyer or use by Buyer’s customers of any items furnished hereunder. Buyer shall notify Seller of any such claim or demand and Seller shall defend any suits brought thereon. If an injunction issues as a result of any such claim, Seller agrees at its expense and at Buyer’s option to: (i) procure for Buyer the right to continue using items ordered hereunder; (ii) replace such goods with noninfringing items; (iii) modify the goods so they become noninfringing; or (iv) refund to Buyer the amount paid for the items and bear all liabilities, costs and expenses related to discarding them or returning them to Seller.

9. FORCE MAJEURE. Neither party shall be responsible for its failure to perform due to causes beyond its reasonable control such as acts of God, fire, theft, war, riot, embargoes or acts of civil or military authorities. If delivery is to be delayed by such contingencies, Seller shall immediately notify Buyer in writing and Buyer may either: (i) extend Seller’s time of performance; or (ii) terminate the uncompleted portion of the Order at no cost to Buyer.

10. TOOLING, CONFIDENTIALITY AND PUBLICITY.

10.1 Any specifications, drawings, schematics, technical information, data, tools, tooling, patterns, or other materials furnished or paid for by Buyer shall (i) be kept confidential by Seller; (ii) remain or become Buyer’s property; (iii) be used by Seller exclusively to manufacture goods for Buyer; (iv) be clearly marked as Buyer’s property and be segregated from Seller’s other tooling, materials and data when not in use; (v) be kept in good working condition at Seller’s expense; and (vi) be shipped to Buyer promptly on demand. Seller will not disclose and will not use any Buyer’s confidential or proprietary information for any other purpose.

11. PACKING AND SHIPMENT.

11.1 If the goods ordered herein are purchased for incorporation into products sold to the U.S. Government or to any other government entity, the terms required to be inserted by the contract or subcontract for the sale of such products to such entity shall be deemed to apply to this order.

12. ASSIGNMENT. Seller shall not delegate any duties nor assign any rights under this Order without the prior written consent of Buyer, and any such attempted delegation or assignment shall be void without Buyer’s consent.

13. SETOFF. All claims for money due or to become due from Buyer hereunder shall be subject to deduction by Buyer for any setoff or counterclaim arising out of this or any other of Buyer’s transactions with Seller.

14. GOVERNMENTAL COMPLIANCE.

14.1 Seller will comply with all federal, state, and local laws and regulations applicable to the performance of its obligations hereunder.

14.2 If the goods ordered herein are purchased for incorporation into products sold to the U.S. Government or to any other government entity, the terms required to be inserted by the contract or subcontract for the sale of such products to such entity shall be deemed to apply to this order.

15. REMEDIES. The rights and remedies provided by Buyer herein shall be cumulative and in addition to any other rights and remedies provided by law or equity or those provided under the Uniform Commercial Code.

16. APPLICABLE LAW. This Order and any action related thereto will be governed, controlled, interpreted, and defined by and under the laws of the State of California, without giving effect to any conflicts of laws principles that require the application of the law of a different state. The parties agree that the United Nations Convention on Contracts for the International Sale of Goods and any jurisdiction’s adoption of the Uniform Computer Information Transactions Act (or any similar law) will not apply to this Order.