ORDER FORM SUPPLEMENT
FOR DUN & BRADSTREET

This is a legally binding agreement. Please read it carefully. By executing the Order Form for Data.com Services which incorporates Data.com Data sourced by salesforce.com from Dun & Bradstreet, Inc. (“D&B Data”), Customer acknowledges and agrees that:

- This Order Form Supplement is hereby made part of the Order Form for such Data.com Services (the “Order Form”) and governed by the Master Subscription Agreement as referenced on the Order Form,
- “D&B Data” shall be deemed “Content” or “Data.com Data”, as applicable, for purposes of the Master Subscription Agreement, and all provisions of the Master Subscription Agreement regarding Content or Data.com Data, as applicable, shall apply to Customer’s use or access of D&B Data, and
- The terms of this Order Form Supplement are intended to be additional and are not intended to conflict with or supersede the terms of the Master Subscription Agreement. In the event of any conflict between the provisions in the body of the Master Subscription Agreement, and this Order Form Supplement, the terms of this Order Form Supplement shall prevail with respect to D&B Data.

This Order Form Supplement was last updated on April 29, 2016. It is effective between Customer and salesforce.com as of the date Customer executed the Order Form.

1. DEFINITIONS

Capitalized terms used but not defined in this Order Form Supplement have the meanings given to them in the Master Subscription Agreement.

“AppExchange” means the online directory of applications that interoperate with SFDC’s various software-as-a-service offerings, located at http://www.salesforce.com/appexchange or any successor URLs.

“Basic D&B Fields” means the D&B Data fields identified in the Data.com Product Field List, available at http://www.salesforce.com/assets/pdf/misc/salesforce_DB_Field_List.pdf, which may be updated from time to time.

“SFDC’s salesforce.com CRM” means SFDC’s product and service offerings which are currently referred to commercially as “Force.com,” “Sales Cloud”, “Service Cloud”, or “Performance Edition”, and any successor or additional offerings as so identified in writing by SFDC as bearing the same or similar rights and responsibilities as the foregoing with respect to the Data.com Services.

2. D&B DATA SOURCES

SFDC has entered into a strategic relationship with Dun & Bradstreet, Inc. (“D&B”) to enable customers purchasing Data.com Services to seamlessly access D&B’s account assets. For more information about which D&B Data fields are available with the Data.com Services, please refer to the Data.com Product Field List referenced above, which may be updated from time to time. Notwithstanding the foregoing,
Customer is hereby advised that it may purchase D&B Data (separate and apart from the Data.com Services and SFDC’s salesforce CRM offerings) directly from D&B or D&B’s local partners, provided that if Customer is an entity located in Singapore or South Korea, it MUST purchase D&B Data directly from D&B’s local partners.

3. **OFFLINE DATA.COM SERVICE RESTRICTIONS**

3.1. **Authorized Users.** D&B Data accessed through offline Data.com Services may only be used by Users on behalf of the named Customer entity which purchased such Data.com Services.

3.2. **DUNS Numbers.** DUNS Numbers are proprietary to and controlled by D&B and may only be used for identification purposes and for Customer’s internal business use.

4. **ONLINE DATA.COM SERVICE RESTRICTIONS**

4.1. **Imports.** Subject to the terms of the applicable Order Form and Section 5 below (Data Deletion and Post-Term License) herein, Customer may import and store D&B Data from the online Data.com Services into Customer’s org for SFDC’s salesforce.com CRM.

4.2. **Exports.** Subject to the terms of the applicable Order Form and Section 5 below (D&B Data Deletion and Post-Term License), Customer shall be permitted to export certain D&B Data, as further described in Schedule 1 hereto, once such fields are imported into Customer’s org for SFDC’s salesforce.com CRM so long as Customer does not recreate an offline file using such imported fields.

4.3. **API Integration.** Subject to the terms of the applicable Order Form, Section 4.2 above (including the limitations described in Schedule 1 hereto), and the Master Subscription Agreement under which Customer has purchased SFDC’s salesforce.com CRM subscriptions, Customer may access SFDC APIs for the purposes of accessing, interacting with and/or querying D&B Data for use in applications, business logic and workflows associated with Customer’s org for SFDC’s salesforce.com CRM, or with AppExchange offerings.

5. **D&B DATA DELETION AND POST-TERM LICENSE**

5.1. **Offline Data.com Services.** Except as otherwise expressly permitted in an Order Form for the purchase of Data.com Services, upon termination or expiration of any offline Data.com Service subscription hereunder, Customer shall delete or destroy all copies of D&B Data in its systems, or otherwise in its possession or control, that Customer acquired pursuant to such terminated or expired subscription. Upon written request by SFDC, Customer shall provide written documentation to SFDC evidencing any deletion required under this paragraph.

5.2. **Online Data.com Services.** Except as otherwise expressly permitted in an Order Form for the purchase of Data.com Services, upon termination or expiration of any Data.com Service subscription hereunder, Customer may (i) retain in its data systems the Basic D&B Fields provided or obtained in connection with such online Data.com Service that are integrated or commingled with Customer’s non-Data.com Data, and (ii) use, copy, modify and transmit such Basic D&B Fields in accordance with the terms of this Order Form Supplement, provided that Customer is in full compliance with this Order Form Supplement and for as long as Customer remains so. Any such retention of Basic D&B Fields by Customer does not entitle Customer to any updates, refreshes, or other ongoing Data.com Services, or entitle Customer to distribute or resell such Basic D&B Fields. Notwithstanding any termination or expiration of the Order Form Supplement, Customer’s obligations under this Order Form Supplement shall continue to apply to any such retention by Customer of Basic D&B Fields as if this Order Form Supplement had not been terminated. SFDC may revoke the above permission to retain Basic D&B Fields, upon notice to Customer, if Customer is in breach of its obligations under this Order Form
6. DISCLAIMER

D&B DATA IS PROVIDED WITHOUT SUPPORT UNLESS OTHERWISE EXPRESSLY AGREED BY SFDC IN WRITING. EXCEPT AS EXPRESSLY PROVIDED HEREIN, D&B DATA IS PROVIDED “AS-IS,” WITHOUT ANY WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND SFDC AND D&B SPECIFICALLY DISCLAIM ALL IMPLIED WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. NEITHER SFDC NOR D&B WARRANT THE COMPREHENSIVENESS, CORRECTNESS, OR ACCURACY OF D&B DATA OR THAT D&B DATA WILL BE UNINTERRUPTED, CURRENT OR ERROR FREE. SFDC AND D&B MAKE NO WARRANTY WHATSOEVER ABOUT THE QUALITY, PROVENANCE OR LEGALITY OF D&B DATA, OR THAT THE SOURCES OF ANY D&B DATA HAD OR HAVE THE RIGHT OR AUTHORITY TO PROVIDE SUCH DATA TO IT OR THAT IT HAS THE RIGHT OR AUTHORITY TO PROVIDE IT TO CUSTOMER. CUSTOMER ASSUMES ALL RESPONSIBILITY AND RISK FOR ITS USE OF D&B DATA.

7. D&B INDEMNIFICATION

Customer shall defend D&B against any claim, demand, suit or proceeding made or brought against D&B by a third party arising from or based on Customer’s violation of applicable law under this Order Form Supplement (a “Claim Against D&B”), and shall indemnify D&B for any damages, attorney fees and costs finally awarded against D&B as a result of, or for any amounts paid by D&B under a court-approved settlement of, a Claim Against D&B; provided that D&B (a) promptly gives Customer written notice of the Claim Against D&B, (b) gives Customer sole control of the defense and settlement of the Claim Against D&B (provided that Customer may not settle or defend any Claim Against D&B unless it unconditionally releases D&B of all liability), and (c) provides to Customer all reasonable assistance, at Customer’s expense.

8. D&B LIMITATION OF LIABILITY

8.1. Limitation of Liability. IN NO EVENT SHALL D&B’S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THE MASTER SUBSCRIPTION AGREEMENT AND THE ORDER FORM (WHETHER IN CONTRACT OR TORT OR UNDER ANY OTHER THEORY OF LIABILITY) EXCEED THE TOTAL AMOUNT PAID BY CUSTOMER FOR DATA.COM SERVICES UNDER THE ORDER FORM.

8.2. Exclusion of Consequential and Related Damages. IN NO EVENT SHALL D&B HAVE ANY LIABILITY TO CUSTOMER FOR ANY LOST PROFITS OR REVENUES OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, COVER OR PUNITIVE DAMAGES HOWEVER CAUSED, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, AND WHETHER OR NOT CUSTOMER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING DISCLAIMER SHALL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW.

9. D&B CONSENTS & AGREEMENTS

9.1. Notwithstanding anything to the contrary herein, to the extent Customer receives written consent from D&B to use, export and/or retain D&B data fields in a manner that varies from the terms and
conditions of this Order Form Supplement, nothing herein shall be deemed to prohibit such use, exportation or retention of D&B data fields under the separate terms and conditions agreed to between Customer and D&B therefore, provided that, Customer acknowledges and agrees that any such use, export and retention of such D&B data fields is solely between Customer and D&B and accordingly outside the scope of this Order Form Supplement.

9.2. Notwithstanding anything to the contrary, the parties acknowledge and agree that if Customer has a valid Master Agreement with D&B, then Sections 7 (“D&B Indemnification”) and 8 (“D&B Limitation of Liability”) above shall not, solely as between Customer and D&B apply, and instead, the commensurate sections of such Master Agreement shall apply solely as between D&B and Customer; provided that: (i) this Section 9.2 shall only apply to those D&B data elements acquired through the Data.com Services; and (ii) in the event Customer no longer has a valid Master Agreement in place with D&B, then sections 7 and 8 above shall apply to Customer in their entirety.

10. SURVIVING PROVISIONS.
The sections of this Order Form Supplement titled “Offline Data.com Service Restrictions”, “Online Data.com Service Restrictions,” “D&B Indemnification,” “D&B Data Deletion and Post-Term License,” “Disclaimer,” and “Surviving Provisions,” shall survive any termination or expiration of this Order Form Supplement.

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**Note:** The “Export Rights” table outlines the exportation of data fields to various systems, including Customer’s Org, AppExchange offerings, and permitted systems, as well as other third-party systems. The symbols used in the table indicate the exportation status of data fields.
* In the case of Performance Edition, any export to an application or system, other than to Customer’s Org, may only be done for purposes of performing sales and/or marketing activities with outputs generated from such activities only being subsequently used in Customer’s Org.

** “Permitted System” mean a third party system which enables (a) sales operations such as territory planning, assignment and/or analysis; (b) marketing operations such as go-to-market campaigns; and/or (c) customer service, operations and support analysis.