# Salesforce.com EMEA Limited UK G-Cloud 10 Suppliers Terms

The following comprise the Supplier's terms and conditions (the "**Supplier Terms")** which are applicable to G-Cloud Services provided by the Supplier (the '**Services**'):

1. Exhibit A "Master Subscription Terms";
2. Exhibit B "Professional Services Terms" (referred to as "**PSA Terms**" and applicable to any Professional Services); and
3. Exhibit C "Template Order Form for Subscription Services" and
4. Exhibit D "Template Statement of Work (Order Form) for Professional Services" (referred to as "**SOW**")

Buyer agrees that its purchase of subscription Services is not contingent upon the delivery of any Professional Services, that its purchase of Professional Services is not contingent upon the delivery of any subscription Services, and that neither the purchase of Professional Services nor subscription Services is contingent upon the delivery of any future functionality or features in Supplier's subscription Services, nor is it dependent upon any oral or written public comments made by the Supplier with respect to future functionality or features of the subscription Services.

For the avoidance of doubt, any cancellation or termination rights granted under the Professional Services Terms in Exhibit C shall only apply to the applicable Statement(s) of Work and under no circumstances to subscription Services purchased under an Order Form.

The template Order Form for ordering of subscription Services is set out in Exhibit C. The template Order Form (Statement of Work) for ordering Professional Services is set out in Exhibit D. For clarity, the Parties acknowledge and agree that example 'Part A - Order Form' issued in the 'G-Cloud 10 Call-Off Contract' shall not apply.

Any information aside from these Supplier Terms and pricing offerings listed in Suppliers Digital Market Place offering is for informational purposes and a Customer's rights and remedies are governed exclusively by the G-Cloud Call-Off Contract and Supplier Terms.

**Exhibit A to Suppliers Terms and Conditions**

**MASTER SUBSCRIPTION TERMS**

These Master Subscription Terms ("**MSA Terms**") form part of the Framework Agreement and each Call-Off Contract and apply to subscription Services ordered by Buyer. In these terms, Supplier is herein defined as "**SFDC**", Buyer is herein defined as **"Customer"** and Subcontractor is herein defined as "**Sub-Contractor**".

## 1.    DEFINITIONS

"**Affiliate**" means any entity that directly or indirectly controls, is controlled by, or is under common control with the subject entity. "**Control**," for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.

"**Agreement**" means this Master Subscription Agreement and any exhibits, schedules and addenda hereto.

"**Beta Services**" means SFDC services or functionality that may be made available to Customer to try at its option at no additional charge which is clearly designated as beta, pilot, limited release, developer preview, non-production, evaluation, or by a similar description.

"**Content**" means information obtained by SFDC from publicly available sources or its third party content providers and made available to Customer through the Services, Beta Services or pursuant to an Order Form, as more fully described in the Documentation.

"**Customer**" means the customer named above together with its Affiliates which have signed Order Forms.

"**Customer Data**" means electronic data and information submitted by or for Customer to the Services, excluding Content and Non-SFDC Applications.

"**Data Protection Laws and Regulations**" shall have the meaning set forth in the DPA.

"**Documentation**" means the applicable Service's  usage guides and policies, as updated from time to time and accessible via help.salesforce.com or login to the applicable Service, and the applicable Service's Trust and Compliance documentation to be found at: https://help.salesforce.com/apex/HTViewSolution?urlname=Trust-and-Compliance-Documentation&language=en_US or any successor website, as updated from time to time, which includes without limitation any notices and license information, external usage policies, and security, privacy and architecture documentation for the applicable Service, as updated from time to time.

"**DPA**" means the data processing addendum referenced in Section 2.2 "Protection of Customer Data".

"**Malicious Code**" means code, files, scripts, agents or programs intended to do harm, including, for example, viruses, worms, time bombs and Trojan horses.

"**Marketplace**" means an online directory, catalog or marketplace of applications that interoperate with the Services, including, for example, the AppExchange located at http://www.salesforce.com/appexchange, ExactTarget's HubExchange located at https://hubexchange.exacttarget.com/, or the Heroku add-ons catalog located at https://elements.heroku.com/, and any successor websites.

"**Non-SFDC Application**" means a Web-based, mobile, offline or other software application functionality that is provided by Customer or a third party and interoperates with a Service, including, for example, an application that is developed by or for Customer, is listed on a Marketplace, or is identified as Salesforce Labs or by a similar designation.

"**Order Form**" means an ordering document or online order specifying the Services to be provided hereunder that is entered into between Customer and SFDC or any of their Affiliates, including any addenda and supplements thereto. By entering into an Order Form hereunder, an Affiliate agrees to be bound by the terms of this Agreement as if it were an original party hereto.

"**Services**" means the products and services that are ordered by Customer under an Order Form and made available online by SFDC, including associated SFDC offline or mobile components, as described in the Documentation. "Services" exclude Content and Non-SFDC Applications.

"**User**" means an individual who is authorized by Customer to use a Service, for whom Customer has purchased a subscription (or in the case of any Services provided by SFDC without charge, for whom a Service has been provisioned), and to whom Customer (or, when applicable, SFDC at Customer's request) has supplied a user identification and password (for Services utilizing authentication). Users may include, for example, employees, consultants, contractors and agents of Customer, and third parties with which Customer transacts business.

## 2.    SFDC RESPONSIBILITIES

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**2.1**    **Provision of Services.** SFDC will (a) make the Services and Content available to Customer pursuant to this Agreement and the applicable Order Forms, (b) provide applicable SFDC standard support for the Services to Customer at no additional charge, and/or upgraded support if purchased with details of such support found at https://www.salesforce.com/uk/services/success-plans/overview/, (c) use commercially reasonable efforts to make the online Services available 24 hours a day, 7 days a week, except for: (i) planned downtime (of which SFDC shall give advance electronic notice as provided in the Documentation), and (ii) any unavailability caused by circumstances beyond SFDC's reasonable control, including, for example, an act of God, act of government, flood, fire, earthquake, civil unrest, act of terror, strike or other labor problem (other than one involving SFDC employees), Internet service provider failure or delay, Non-SFDC Application, or denial of service attack, and (d) provide the Services in accordance with laws and government regulations applicable to SFDC's provision of its Services to its customers generally (i.e., without regard for Customer's particular use of the Services), and subject to Customer's use of the Services in accordance with this Agreement, the Documentation and the applicable Order Form.

**2.2**    **Protection of Customer Data.** SFDC will maintain appropriate technical and organizational measures for protection of the security, confidentiality and integrity of Customer Data, asset forth in the Security, Privacy and Architecture Documentation. To the extent that SFDC processes any Personal Data (as defined in the DPA) contained in Customer Data, on Customer's behalf, within the scope of rendering the Services, the terms of the data processing addendum at http://www.sfdcstatic.com/assets/pdf/misc/data-processing-addendum.pdf (the "DPA") which are hereby incorporated by reference, shall apply and the parties agree to comply with such terms. For the purposes of the Standard Contractual Clauses in Attachment to the DPA, when applicable, Customer is the data exporter, and Customer's signature of this Agreement shall be treated as Customer's signature of the Standard Contractual Clauses and their Appendices.

**2.3**    **SFDC Personnel.** SFDC will be responsible for the performance of its personnel (including its employees and contractors) and their compliance with SFDC's obligations under this Agreement, except as otherwise specified in this Agreement.

**2.4**    **Beta Services.** From time to time, SFDC may make Beta Services available to Customer at no charge. Customer may choose to try such Beta Services or not in its sole discretion.   Beta Services are intended for evaluation purposes and not for production use, are not supported, and may be subject to additional terms. Beta Services are not considered "Services" under this Agreement, however, all restrictions, SFDC reservation of rights and Customer obligations concerning the Services, and use of any related Non-SFDC Applications and Content, shall apply equally to Customer's use of Beta Services.   Unless otherwise stated, any Beta Services trial period will expire upon the earlier of one year from the trial start date or the date that a version of the Beta Services becomes generally available without the applicable Beta Services designation.  SFDC may discontinue Beta Services at any time in its sole discretion and may never make them generally available. SFDC will have no liability for any harm or damage arising out of or in connection with a Beta Service.

**3.**    **USE OF SERVICES AND CONTENT**

**3.1**    **Subscriptions.** Unless otherwise provided in the applicable Order Form or Documentation, (a) Services and access to Content are purchased as subscriptions, (b) subscriptions may be added during a subscription term at the same pricing as the underlying subscription pricing, prorated for the portion of that subscription term remaining at the time the subscriptions are added, and (c) any added subscriptions will terminate on the same date as the underlying subscriptions.

**3.2**    **Usage Limits.** Services and Content are subject to usage limits specified in Order Forms and Documentation.  Unless otherwise specified, (a) a quantity in an Order Form refers to Users, and the Service or Content may not be accessed by more than that number of Users, (b) a User's login and password may not be shared with any other individual, and (c) except as set forth in an Order Form, a User identification may only be reassigned to a new individual replacing one who will no longer use the Service or Content.  If Customer exceeds a contractual usage limit, SFDC may work with Customer to seek to reduce Customer's usage so that it conforms to that limit.  If, notwithstanding SFDC's efforts, Customer is unable or unwilling to abide by a contractual usage limit, Customer will execute an Order Form for additional quantities of the applicable Services or Content promptly upon SFDC's request, and/or pay any invoice for excess usage in accordance with the "Invoicing and Payment" section below.

**3.3**    **Customer Responsibilities.** Customer will (a) be responsible for Users' compliance with this Agreement, Documentation and Order Forms, (b) be responsible for the accuracy, quality and legality of Customer Data and the means by which Customer acquired Customer Data, (c) use commercially reasonable efforts to prevent unauthorized access to or use of Services and Content, and notify SFDC promptly of any such unauthorized access or use, (d) use Services and Content only in accordance with this Agreement, Documentation, Order Forms and applicable laws and government regulations, and (e) comply with terms of service of any Non-SFDC Applications with which Customer uses Services or Content.

**3.4**    **Usage Restrictions.** Customer will not (a) make any Service or Content available to, or use any Service or Content for the benefit of, anyone other than Customer or Users, unless expressly stated otherwise in an Order Form or the Documentation, (b) sell, resell, license, sublicense, distribute, make available, rent or lease any Service or Content, or include any Service or Content in a service bureau or outsourcing offering, (c) use a Service or Non-SFDC Application to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights, (d) use a Service or Non-SFDC Application to store or transmit Malicious Code, (e) interfere with or disrupt the integrity or performance of any Service or third-party data contained therein, (f) attempt to gain unauthorized access to

any Service or Content or its related systems or networks, (g) permit direct or indirect access to or use of any Service or Content in a way that circumvents a contractual usage limit, or use any of the Services to access or use any of SFDC's intellectual property except as permitted under this Agreement, an Order Form, or the Documentation, (h) copy a Service or any part, feature, function or user interface thereof, (i) copy Content except as permitted herein or in an Order Form or the Documentation, (j) frame or mirror any part of any Service or Content, other than framing on Customer's own intranets or otherwise for its own internal business purposes or as permitted in the Documentation, (k) access any Service or Content in order to build a competitive product or service or to benchmark with a non-SFDC product or service, or (l) reverse engineer any Service (to the extent such restriction is permitted by law). Customer's or a User's intentional violation of the foregoing, or any use of the Services in breach of this Agreement, Documentation or Order Forms, by Customer or Users that in SFDC's judgment imminently threatens the security, integrity or availability of SFDC's services, may result in SFDC's immediate suspension of the Services. SFDC will use commercially reasonable efforts under the circumstances to provide Customer with an opportunity to remedy such violation or threat prior to any such suspension.

**3.5** **External-Facing Services**. If Customer subscribes to a Service for sending electronic messages or for the creation and hosting of, or for posting content on, external-facing websites, such use is subject to SFDC's External-Facing Services Policy at http://www.salesforce.com/company/legal/agreements.jsp as may be applicable to a Service, and Customer is solely responsible for complying with applicable law in its use of any cookies or other tracking technologies.

**3.6** **Removal of Content and Non-SFDC Applications.** If SFDC is required by any third party rights holder to remove Content, or receives information that Content provided to Customer may violate applicable law or third-party rights, SFDC may discontinue Customer's access to such Content through the Services, and/or may notify Customer that it must discontinue all use of such Content, and to the extent not prohibited by law Customer will do so and promptly remove such Content from its systems. If SFDC receives information that a Non-SFDC Application used with a Service by Customer may violate SFDC's External-Facing Services Policy or applicable law or third-party rights, SFDC may so notify Customer and in such event Customer will promptly disable such Non-SFDC Application or modify the Non-SFDC Application to resolve the potential violation. If Customer does not take required action in accordance with the above, SFDC may disable the applicable Content, Service and/or Non-SFDC Application until the potential violation is resolved. If requested by SFDC, Customer shall confirm such deletion and discontinuance of use in writing and SFDC shall be authorized to provide a copy of such confirmation to any such third party claimant or governmental authority, as applicable.

## 4. NON-SFDC PROVIDERS

**4.1** **Acquisition of Non-SFDC Products and Services.** SFDC or third parties may make available (for example, through a Marketplace or otherwise) third-party products or services, including, for example, Non-SFDC Applications and implementation and other consulting services. Any acquisition by Customer of such products or services, and any exchange of data between Customer and any non-SFDC provider, product or service is solely between Customer and the applicable non-SFDC provider. SFDC does not warrant or support Non-SFDC Applications or other non-SFDC products or services, whether or not they are designated by SFDC as "certified" or otherwise, unless expressly provided otherwise in an Order Form.

**4.2** **Non-SFDC Applications and Customer Data.** If Customer chooses to use a Non-SFDC Application with a Service, Customer grants SFDC permission to allow the Non-SFDC Application and its provider to access Customer Data as required for the interoperation of that Non-SFDC Application with the Service. Separate terms shall apply between Customer and the Non-SFDC Application providers regarding the use of such Non-SFDC Applications, and Customer shall be responsible for evaluating whether such terms with the Non-SFDC Application providers ensure appropriate protection of and access to Customer Data, and address responsibility for any disclosure, modification or deletion of Customer Data by the Non-SFDC Application providers, or any breach of Data Protection Laws and Regulations resulting from Non-SFDC Application providers' access to Customer Data. Non-SFDC Application providers shall not be considered subcontractors or Sub-processors (as defined in the DPA) of SFDC nor any of its Affiliates. Neither SFDC nor its Affiliates shall be responsible for any disclosure, modification, corruption, loss or deletion of Customer Data, or any breach of applicable Data Protection Laws and Regulations, resulting from access by such Non-SFDC Application or its provider.

**4.3** **Integration with Non-SFDC Applications.** The Services may contain features designed to interoperate with Non-SFDC Applications. To use such features, Customer may be required to obtain access to such Non-SFDC Applications from their providers, and may be required to grant SFDC access to Customer's account(s) on such Non-SFDC Applications. SFDC cannot guarantee the continued availability of such Service features, and may cease providing them without entitling Customer to any refund, credit, or other compensation, if for example and without limitation, the provider of a Non-SFDC Application ceases to make the Non-SFDC Application available for interoperation with the corresponding Service features in a manner acceptable to SFDC.

## 5. FEES AND PAYMENT

**5.1** **Fees.** Customer will pay all fees specified in Order Forms. Except as otherwise specified herein or in an Order Form, (i) fees are based on Services and Content subscriptions purchased and not actual usage, (ii) payment obligations are non-cancelable and fees paid are non-refundable, and (iii) quantities purchased cannot be decreased during the relevant subscription term.

**5.2    Invoicing and Payment.** Fees will be invoiced in advance and otherwise in accordance with the relevant Order Form. Unless otherwise stated in the Order Form, fees are due net 30 days from the invoice date. Customer is responsible for providing complete and accurate billing and contact information to SFDC and notifying SFDC of any changes to such information.

**5.3    Overdue Charges.** If any invoiced amount is not received by SFDC by the due date, then without limiting SFDC's rights or remedies, those charges may accrue late interest at the rate of 1.5% of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower.

**5.4    Suspension of Service.** If any charge owing by Customer is 30 days or more overdue, SFDC may, without limiting its other rights and remedies, suspend Services until such amounts are paid in full, provided that, other than for customers paying by credit card or direct debit and whose payment has been declined, SFDC has given Customer at least 10 days' prior notice that its account is overdue in accordance with the "Notices" section below.

**5.5    Payment Disputes.** SFDC will not exercise its rights under the "Overdue Charges" or "Suspension of Service" section above if Customer is disputing the applicable charges reasonably and in good faith and is cooperating diligently to resolve the dispute.

**5.6    Taxes.** SFDC's fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including, for example, value-added, sales, use or withholding taxes, assessable by any jurisdiction whatsoever (collectively, "**Taxes**"). Customer is responsible for paying all Taxes associated with its purchases hereunder. If SFDC has the legal obligation to pay or collect Taxes for which Customer is responsible under this section, SFDC will invoice Customer and Customer will pay that amount unless Customer provides SFDC with a valid tax exemption certificate authorized by the appropriate taxing authority. For clarity, SFDC is solely responsible for taxes assessable against it based on its income, property and employees.

**5.7    Future Functionality.** Customer agrees that its purchases are not contingent on the delivery of any future functionality or features, or dependent on any oral or written public comments made by SFDC regarding future functionality or features.

## 6.    PROPRIETARY RIGHTS AND LICENSES

**6.1    Reservation of Rights.** Subject to the limited rights expressly granted hereunder, SFDC, its licensors and Content providers reserve all of their right, title and interest in and to the Services and Content, including all of their related intellectual property rights. No rights are granted to Customer hereunder other than as expressly set forth herein.

**6.2    Access to and Use of Content.** Customer has the right to access and use applicable Content subject to the terms of applicable Order Forms, this Agreement and the Documentation.

**6.3    License by Customer to Host Customer Data and Applications.** Customer grants SFDC, its Affiliates and applicable contractors a worldwide, limited-term license to host, copy, transmit and display Customer Data, and any Non-SFDC Applications and program code created by or for Customer using a Service or for use by Customer with the Services, as necessary for SFDC to provide the Services in accordance with this Agreement. Subject to the limited licenses granted herein, SFDC acquires no right, title or interest from Customer or its licensors under this Agreement in or to any Customer Data, Non-SFDC Application or such program code.

**6.4    License by Customer to Use Feedback**. Customer grants to SFDC and its Affiliates a worldwide, perpetual, irrevocable, royalty-free license to use and incorporate into its services any suggestion, enhancement request, recommendation, correction or other feedback provided by Customer or Users relating to the operation of SFDC's or its Affiliates' services.

## 7.    CONFIDENTIALITY

**7.1    Definition of Confidential Information.** "**Confidential Information**" means all information disclosed by a party ("**Disclosing Party**") to the other party ("**Receiving Party**"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Confidential Information of Customer includes Customer Data; Confidential Information of SFDC includes the Services and Content; and Confidential Information of each party includes the terms and conditions of this Agreement and all Order Forms (including pricing), as well as business and marketing plans, technology and technical information, product plans and designs, and business processes disclosed by such party. However, Confidential Information does not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (iii) is received from a third party without breach of any obligation owed to the Disclosing Party, or (iv) was independently developed by the Receiving Party.

**7.2    Protection of Confidential Information.** The Receiving Party will use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but not less than reasonable care) to (i) not use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement and (ii) except as otherwise authorized by the Disclosing Party in writing, limit access to Confidential Information of the Disclosing Party to those of its and its Affiliates' employees and contractors who need that access for purposes consistent with this Agreement and who have signed confidentiality agreements with the Receiving Party containing protections not materially less

protective of the Confidential Information than those herein. Neither party will disclose the terms of this Agreement or any Order Form to any third party other than its Affiliates, legal counsel and accountants without the other party's prior written consent, provided that a party that makes any such disclosure to its Affiliate, legal counsel or accountants will remain responsible for such Affiliate's, legal counsel's or accountant's compliance with this "Confidentiality" section.

**7.3**     **Compelled Disclosure**. The Receiving Party may disclose Confidential Information of the Disclosing Party to the extent compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of the compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure. If the Receiving Party is compelled by law to disclose the Disclosing Party's Confidential Information as part of a civil proceeding to which the Disclosing Party is a party, and the Disclosing Party is not contesting the disclosure, the Disclosing Party will reimburse the Receiving Party for its reasonable cost of compiling and providing secure access to that Confidential Information.

## 8.     REPRESENTATIONS, WARRANTIES, EXCLUSIVE REMEDIES AND DISCLAIMERS

**8.1**     **Representations.** Each party represents that it has validly entered into this Agreement and has the legal power to do so.

**8.2**     **SFDC Warranties.** SFDC warrants that during an applicable subscription term (a) this Agreement, the Order Forms and the Documentation will accurately describe the applicable administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Customer Data, (b) SFDC will not materially decrease the overall security of the Services, (c) the Services will perform materially in accordance with the applicable Documentation, and (d) subject to the "Integration with Non-SFDC Applications" section above, SFDC will not materially decrease the overall functionality of the Services. For any breach of a warranty above, Customer's exclusive remedies are those described in the "Termination" and "Refund or Payment upon Termination" sections below.

**8.3**     **Disclaimers.** Except as expressly provided herein, each party excludes all warranties, representations, terms, conditions or other commitments of any kind, whether express or implied, statutory or otherwise, and each party specifically disclaims all implied warranties, including (without limitation) any warranties, representations, terms, conditions or other commitments of merchantability or fitness for a particular purpose or of satisfactory quality or of reasonable skill and care, in each case, to the maximum extent permitted by applicable law. Without prejudice to the foregoing, Content and Beta Services are provided 'as is', as available and without warranty of any kind. Each party disclaims all liability and indemnification obligations for any harm, damages or other liability caused by any third party hosting providers.

## 9.     MUTUAL INDEMNIFICATION

**9.1**     **Indemnification by SFDC.** SFDC will defend Customer against any claim, demand, suit or proceeding made or brought against Customer by a third party (a) based on a breach by SFDC of its obligations under applicable Data Protection Laws and Regulations in the processing of Customer Data submitted to or collected through the Services in compliance with this Agreement, or (b) alleging that any Service infringes or misappropriates such third party's intellectual property rights ((a) and/or (b) referred to as a "**Claim Against Customer**"), and will indemnify Customer from any damages, attorney fees and costs finally awarded against Customer as a result of, or for amounts paid by Customer under a settlement approved by SFDC in writing of, a Claim Against Customer, provided Customer (i) promptly gives SFDC written notice of the Claim Against Customer, (ii) gives SFDC sole control of the defense and settlement of the Claim Against Customer (except that SFDC may not settle any Claim Against Customer unless it unconditionally releases Customer of all liability), and (iii) gives SFDC all reasonable assistance, at SFDC's expense. If SFDC receives information about an infringement or misappropriation claim related to a Service, SFDC may in its discretion and at no cost to Customer (A) modify the Services so that they are no longer claimed to infringe or misappropriate, without breaching SFDC's warranties under "SFDC Warranties" above, (B) obtain a license for Customer's continued use of that Service in accordance with this Agreement, or (C) terminate Customer's subscriptions for that Service upon 30 days' written notice and refund Customer any prepaid fees covering the remainder of the term of the terminated subscriptions. The above defense and indemnification obligations do not apply to the extent a Claim Against Customer arises from Content, a Non-SFDC Application or Customer's breach of this Agreement, the Documentation or applicable Order Forms.

**9.2**     **Indemnification by Customer.** Customer will defend SFDC against any claim, demand, suit or proceeding made or brought against SFDC by a third party alleging that any Customer Data infringes or misappropriates such third party's intellectual property rights, or arising from Customer's use of the Services or Content in breach of the Agreement, the Documentation, Order Form or applicable law (each a "Claim Against SFDC"), and will indemnify SFDC from any damages, attorney fees and costs finally awarded against SFDC as a result of, or for any amounts paid by SFDC under a settlement approved by Customer in writing of, a Claim Against SFDC, provided SFDC (a) promptly gives Customer written notice of the Claim Against SFDC, (b) gives Customer sole control of the defense and settlement of the Claim Against SFDC (except that Customer may not settle any Claim Against SFDC unless it unconditionally releases SFDC of all liability), and (c) gives Customer all reasonable assistance, at Customer's expense.

**9.3**     **Exclusive Remedy.** This "Mutual Indemnification" section states the indemnifying party's sole liability to, and the indemnified party's exclusive remedy against, the other party for any type of claim described in this section.

## 10. LIMITATION OF LIABILITY

**10.1 Limitation of Liability.** Subject to the "Exclusion of Consequential and Related Damages" and "Limitation of Restrictions" sections below, in no event shall the aggregate liability of each party together with all of its Affiliates arising out of or related to this Agreement (whether in contract or tort or under any other theory of liability) exceed the total amount paid by Customer and its Affiliates hereunder for the services giving rise to the liability in the twelve months preceding the first incident out of which the liability arose. The foregoing limitation will not limit Customer's and its Affiliates' payment obligations under the "Fees and Payment" section above.

**10.2 Exclusion of Consequential and Related Damages.** Subject to section the "Limitation of Restrictions" section below, in no event shall either party or its Affiliates have any liability to the other party or its Affiliates under or in relation to this Agreement whether in contract, tort or under any other theory of liability for:

**(a)** any financial damages as a result of loss or damage to property, economic loss, cost of replacement services, loss of profits, loss of revenue, loss of orders, loss of goodwill, and/or loss resulting from damage to image or reputation in each case whether direct or indirect, or

**(b)** any indirect or consequential loss or damage arising from or related to this Agreement,

howsoever caused and whether or not such losses are foreseeable, even if that party or its Affiliate has been advised (or is otherwise aware) of the possibility of such losses in advance.

**10.3 Limitation of Restrictions.** Nothing in this "Limitation of Liability" section shall exclude or limit the liability of either party or its Affiliates for death or personal injury caused by that party's or its Affiliate's negligence or for fraud or fraudulent misrepresentation or for any other liability to the extent that the same may not be excluded or limited as a matter of applicable law.

## 11. TERM AND TERMINATION

**11.1 Term of Agreement.** This Agreement commences on the Effective Date and continues until all subscriptions hereunder have expired or have been terminated.

**11.2 Term of Subscriptions.** The term of each subscription shall be as specified in the applicable Order Form. Except as otherwise specified in an Order Form, subscriptions will automatically renew for additional periods equal to the expiring subscription term or one year (whichever is shorter), unless either party gives the other notice of non-renewal at least 30 days before the end of the relevant subscription term. The per-unit pricing during any renewal term will increase by up to 7% above the applicable pricing in the prior term, unless SFDC provides Customer notice of different pricing at least 60 days prior to the applicable renewal term. Except as expressly provided in the applicable Order Form, renewal of promotional or one-time priced subscriptions will be at SFDC's applicable list price in effect at the time of the applicable renewal. Notwithstanding anything to the contrary, any renewal in which subscription volume for any Services has decreased from the prior term will result in re-pricing at renewal without regard to the prior term's per-unit pricing.

**11.3 Termination.** A party may terminate this Agreement for cause (i) upon 30 days written notice to the other party of a material breach if such breach remains uncured at the expiration of such period, or (ii) immediately on written notice if the other party becomes the subject of a petition in bankruptcy or any other proceeding (whether voluntary or involuntary), relating to insolvency, administration, receivership, administrative receivership, liquidation or assignment for the benefit of creditors or takes or suffers any similar or analogous procedure, action or event in consequence of debt in any jurisdiction.

**11.4 Refund or Payment upon Termination.** If this Agreement is terminated by Customer in accordance with the "Termination" section above, SFDC will refund Customer any prepaid fees covering the remainder of the term of all Order Forms after the effective date of termination. If this Agreement is terminated by SFDC in accordance with the "Termination" section above, Customer will pay any unpaid fees covering the remainder of the term of all Order Forms. In no event will termination relieve Customer of its obligation to pay any fees payable to SFDC for the period prior to the effective date of termination.

**11.5 Customer Data Portability and Deletion.** SFDC shall return Customer Data to Customer and delete Customer Data in accordance with the Documentation.

**11.6 Surviving Provisions.** The sections titled "Removal of Content and Non-SFDC Applications", "Fees and Payment", "Proprietary Rights and Licenses", "Confidentiality", "Disclaimers", "Mutual Indemnification", "Limitation of Liability", "Refund or Payment upon Termination", "Customer Data Portability and Deletion", "Surviving Provisions" and "General Provisions" will survive any termination or expiration of this Agreement.

## 12. GENERAL PROVISIONS

**12.1 Export Compliance.** The Services, Content, other SFDC technology, and derivatives thereof may be subject to export laws and regulations of the United States and other jurisdictions. SFDC and Customer each represents that it is not named on any U.S. government denied-party list. Customer will not permit any User to access or use any Service or Content in a U.S.-embargoed country or region (currently Cuba, Iran, North Korea, Sudan, Syria or Crimea) or in violation of any U.S. export law or regulation.

**12.2    Anti-Corruption.** Neither party has received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from an employee or agent of the other party in connection with this Agreement. The parties shall comply with all applicable laws, regulations and sanctions relating to anti-bribery and anti-corruption including without limitation the Bribery Act 2010 (as such statute is amended from time to time). Reasonable gifts and entertainment provided in the ordinary course of business do not violate the above restriction.

**12.3    Entire Agreement and Order of Precedence.** This Agreement is the entire agreement between SFDC and Customer regarding Customer's use of Services and Content and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. This Agreement supersedes the terms of any online Master Subscription Agreement previously accepted by Customer. No representation, undertaking or promise shall be taken to have been given or be implied from anything said or written in negotiations between the parties prior to this Agreement except as expressly stated in this Agreement. Neither Party shall have any remedy in respect of any untrue statement made by the other upon which that Party relied in entering this Agreement (unless such untrue statement was made fraudulently) and that Party's only remedies shall be for breach of contract as provided in this Agreement. No modification, amendment, or waiver of any provision of this Agreement will be effective unless in writing and signed by the party against whom the modification, amendment or waiver is to be asserted. The parties agree that any term or condition stated in a Customer purchase order or in any other Customer order documentation (excluding Order Forms) is void. In the event of any conflict or inconsistency among the following documents, the order of precedence shall be: (1) the applicable Order Form, (2) any exhibit, schedule or addendum to this Agreement, (3) the body of this Agreement, and (4) the Documentation.

**12.4    Relationship of the Parties.** The parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties.

**12.5    Third-Party Beneficiaries.** Nothing in this Agreement shall confer, or is intended to confer, on any third party any benefit or the right to enforce any term of this Agreement under the Contracts (Rights of Third Parties) Act 1999 (as such statute is amended from time to time). Each party's Affiliates may enforce, and accordingly shall have the benefit of, Sections 10 and 12.3 of this Agreement. The rights of the parties to terminate, rescind or agree any variation, waiver or settlement under this Agreement is not subject to the consent of any person that is not a party to this Agreement.

**12.6    Notices.** Except as otherwise specified in this Agreement, all notices related to this Agreement will be in writing and will be effective upon (a) personal delivery, (b) the second business day after mailing, (c) the second business day after sending by confirmed facsimile, or (d), except for notices of termination or an indemnifiable claim ("**Legal Notices**"), the day of sending by email. Notices to SFDC will be addressed to the attention of its Director, EMEA Sales Operations, salesforce.com Sàrl, Route de la Longeraie 9, 1110 Morges, Switzerland**,** fax +41-21-6953701, with a copy to its EMEA Legal Department, Salesforce.com EMEA Limited, Floor 26 Salesforce Tower, 110 Bishopsgate, London, EC2N 4AY, United Kingdom, email: emeacontracts@salesforce.com. Billing-related notices to Customer will be addressed to the relevant billing contact designated by Customer, and Legal Notices to Customer will be addressed to Customer and be clearly identifiable as Legal Notices. All other notices to Customer will be addressed to the relevant Services system administrator designated by Customer.

**12.7    Waiver.** No failure or delay by either party in exercising any right under this Agreement will constitute a waiver of that right.

**12.8    Severability.** If any provision (or part of a provision) of this Agreement is held by a court of competent jurisdiction to be invalid, illegal or unenforceable, it shall, insofar as it is severable from the remainder of this Agreement, be deemed omitted from this Agreement, and the remaining provisions of this Agreement will remain in effect.

**12.9    Assignment.** Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the other party's prior written consent (not to be unreasonably withheld); provided, however, either party may assign this Agreement in its entirety (including all Order Forms), without the other party's consent to its Affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets. Notwithstanding the foregoing, if a party is acquired by, sells substantially all of its assets to, or undergoes a change of control in favor of, a direct competitor of the other party, then such other party may terminate this Agreement upon written notice. In the event of such a termination, SFDC will refund Customer any prepaid fees covering the remainder of the term of all subscriptions for the period after the effective date of such termination. Subject to the foregoing, this Agreement will bind and inure to the benefit of the parties, their respective successors and permitted assigns.

**12.10  Governing Law.** This Agreement, and any disputes arising out of or related hereto, will be governed exclusively by the laws of England.

**12.11  Venue.** The courts located in London, England will have exclusive jurisdiction over any dispute relating to this Agreement, and each party consents to the exclusive jurisdiction of those courts.

**12.12  Counterparts.** This Agreement may be executed electronically, by facsimile and in counterparts.

**12.13  No Agency.** For the avoidance of doubt, SFDC is entering into this Agreement as principal and not as agent for any other salesforce.com company. Subject to any permitted Assignment under section "Assignment", the obligations owed by SFDC under this Agreement shall be owed to Customer solely by SFDC and the obligations owed by Customer under this

Agreement shall be owed solely to SFDC.

**13. G-CLOUD 10 ORDER FORM (PART A OF THE CALL-OFF CONTRACT) SPECIFIC PROVISIONS**

13.1 Save as set out in this section, Supplier does not support the use of 'Part A - Order Form' issued in the G-Cloud 10 Call-Off Contract**.** This section clarifies where such terms are addressed. By entering into the Call-Off Contract and the Order Form, the Buyer acknowledges that any reference in the Framework Agreement and Call-Off Contract to 'Order Form' shall mean to Salesforce's Order Form, a template of which is included at Exhibit C to these Supplier Terms (herein the "**Order Form**"). Given the Supplier's automated Order Form process, the Supplier cannot process a different type of order form other than its own.

13.2 The Services ordered, price, billing frequency, purchase order number, term, Buyer details, and Supplier details shall be addressed in the Order Form.

13.3 Extension period: Not applicable as are agreed between the Parties via a new Order Form at a later date.

13.4 Termination: Addressed at Clause 11.3 of the MSA Terms above.

13.5 Lots: Lots 1, 2 and 3 are applicable.

13.6 Location from which Services shall be delivered: Not applicable to the subscription Services.

13.7 Quality Standards, Technical Standards, service level agreement, On-boarding and Off-boarding: Addressed in 'Documentation' as defined in the MSA Terms above, and particularly the Security, Privacy and Architecture Documentation for the applicable Service.

13.8 Collaboration Agreement: Not applicable as the Parties agree that they do not intend to enter into a collaboration agreement.

13.9 Liability: Limit on Supplier's liability is addressed at Clause 10 of the MSA Terms above.

13.10 Insurance: The insurances the Supplier is required to have for six years following expiration or earlier of the Call-Off Contract are: (i) Professional indemnity insurance aka Technology Errors and Omissions Liability insurance to be held by Supplier with a minimum limit of US$5,000,000 per claim and aggregate, and (ii) Employers' liability insurance with a minimum limit of £5,000,000 or such higher minimum limit as required by law. Upon request, the Supplier will provide CCS and the Buyer with a broker's verification of insurance or other evidence of payment of the latest premiums due.

13.11 Force Majeure: Addressed at Clause 23 (Force majeure) of the Call-Off Contract.

13.12 Audit provisions: As per the DPA.

13.13 Buyer's Responsibilities: The Buyer is responsible for its obligations under the Call-Off Contract, MSA Terms above and Order Form.

13.14 Buyer's Equipment: Not applicable to the subscription Services.

13.15 Subcontractors/Partners: Addressed in the Sub-processor list for the applicable Service as found in 'Documentation' as defined in the MSA Terms above.

13.16 Call-Off Contract Charges and payment: Addressed in the Order Form (and excluding any applicable taxes).

13.17 Performance of the Services and Deliverables (implementation plan and milestones): Not applicable to the subscription Services.

13.18 Guarantee: The Parties agree this is not applicable

13.19 Supplemental requirements and Buyer Specific Amendments to the Call-Off Contract terms: The Parties agree this is not applicable as all terms are as per the Supplier Terms.

13.20 Warranties: Addressed at Clause 8 (Representations, warranties, exclusive remedies and disclaimers) of the MSA Terms above.

13.21 Alternative Clauses: Not applicable.

13.22 Public Services Network (PSN): Being a cloud based service provider Services are not PSN compliant and are not intended to be delivered over PSN. Customer may choose to engage third party vendors for this type of service.

13.23 Personal Data and Data Subjects: Addressed at Schedule 7 of the Call Off Contract

13.24 Formation of Contract: These terms are incorporated in the Order Form except for Clause 1.3 as the Order Form is effective upon signature.

**14. G-CLOUD SPECIFIC PROVISIONS**

14.1 Buyer acknowledges and accepts that no Guarantee is offered as referred to in Clause 4.10 (Guarantee) of the Framework Agreement; and Clause 17 and Schedule 5 of the Call-Off Contract.

**14.2** With respect to Section 2 (Services offered) of the Framework Agreement, the Buyer acknowledges that the MSA Terms, including 'Documentation' are adequate and satisfy the requirements of the Technology Code of Practice.

**14.3** The statement that "Buyers only need to pay for what they use" at Clauses 2.2 (Lot 1) and 2.3 (Lot 2) of the Framework Agreement has been agreed between the Parties to not be relevant given the Supplier utilizes an upfront payment subscription model and it is not commercially viable to offer a different payment structure. Consequently should the Buyer not find such payment structure appropriate they are free to contract with another Supplier.

**14.4** In respect of Clause 4.1 (Warranties and representations) of the Framework Agreement the Parties acknowledge and agrees that:

    **(a)** Clause 8.3 (Disclaimers) of the MSA Terms applies;

    **(b)** the warranties and representations do not apply in respect of Content (as defined in the MSA Terms above);

    **(c)** the warranties and representations in respect of viruses and malware are not applicable and instead the Supplier's security commitments are set out in the Security, Privacy and Architecture Documentation;

    **(d)** in respect of Tax Non-Compliance and Tax Non-Compliance litigation, the Supplier refers CCS to its SEC (Security and Exchange Commission) filings (see http://investor.salesforce.com/about-us/investor/investor-resources/default.aspx) which provides an overview of the Supplier's material litigations and other material risks identified. As a publically traded company, the Supplier cannot share any information beyond what has been filed with the SEC;

    **(e)** the Supplier's warranty and representation to comply with all applicable laws in respect of all its obligations under the Framework Agreement and any Call-Off Contract is subject to the Buyer's compliance with the Supplier Terms; and

    **(f)** by entering into the Call-Off Agreement and the Order Form, the Buyer acknowledges that the MSA Terms including Documentation as defined therein are adequate and satisfy the requirements of "all reasonable care, skill and diligence, according to Good Industry Practice".

**14.5** In respect of Clauses 4.2 to 4.7 (Liability) inclusive of the Framework Agreement and Clause 24 (Liability) of the Call-Off Contract, liability is addressed and limited in accordance with Clause 8.3 (Disclaimers) and Clause 10 (Limitation of Liability) of the MSA Terms. As such liability under the Sale of Goods Act 1979 and the Supply of Goods and Services Act 1982 are excluded given the Supplier is providing Services under a multi tenant subscription model.

**14.6** In respect of Clause 19 (Consequences of suspension, ending and expiry) of the Call-Off Contract, CCS or the Buyer cannot suspend the Framework Agreement, Call-Off Contract, or Order Form. CCS or the Buyer can only End the Framework Agreement, Call-Off Contract, or Order Form if there is a Supplier Insolvency Event/Supplier Default or if there are any material breaches (not expressly defined) as assessed on a case by case basis. The Buyer acknowledges and agrees that the Supplier's right to suspend Services in accordance with the Supplier Terms, shall not relieve the Buyer of its obligation to pay any fees payable to Supplier for the period of such suspension, and shall not entitle the Buyer to any refund or credit in respect of any fees paid for such period of suspension.

**14.7** In respect of Clauses 8.32 and 8.33 (Transfer and subcontracting) of the Framework Agreement and Clause 12.3 (Protection of Information) of the Call-Off Contract, the Buyer hereby explicitly consents to the Supplier subcontracting any part of the Services, to (i) Supplier's Affiliates, and (ii) Supplier's non-Affiliate third parties. Such Subcontractors may provide customer and infrastructure support to the Buyer or host Services on behalf of the Supplier and will include Sub-processors (as defined in the DPA and listed in Documentation) which process Customer Data on behalf of Supplier. The Parties understand that 'Customer Data' as defined in the above MSA Terms may include Confidential Information, Buyer Data, Service Data, CCS Data, Service Personal Data or Personal Data as defined in the Call-Off Contract and any reference to Customer Data throughout shall be reviewed accordingly. The Buyer acknowledges and agrees that any commitments set out in Documentation or Data Processing Addendum are only in respect of Customer Data. By entering into the Call-Off Contract and the Order Form, each Party disclaims all liability and indemnification obligations for any harm or damages caused by any third party hosting provider. In respect of assignment and novation at Clauses 8.32 and 8.35 (Transfer and subcontracting) of the Framework Agreement, the Parties agree that Clause 12.9 (Assignment) of the MSA Terms set out the agreed approach.

**14.8** The Buyer acknowledges and agrees that a breach of Clauses 8.42 and 8.43 of the Framework Agreement ("Conflicts of interest and ethical walls") shall not automatically be deemed a Material Breach, and instead each breach shall be assessed as to whether it is a material breach (being expressly undefined) on a case by case basis in accordance with the Supplier Terms. As such Clause 18.1, 18.4 and 18.5 (Ending the Call-Off Contract) of the Call-Off Contract shall only be applicable should there be a material breach as described as and in accordance with Clause 11.3 of the MSA Terms. Nothing in the

definitions of "Material Breach" or "Supplier Default" in the Framework Agreement or Call-Off Contract shall entitle the Buyer to terminate the Call-Off Contract or any Order Form where the breach or breaches could not reasonably be considered as a material breach of the Call-Off Contract (including the Supplier Terms).

**14.9** Buyer acknowledges and agrees that Supplier's (i) fraud notification obligation at Clause 5.11 (Notice of Fraud) of the Framework Agreement, and (ii) obligations set out at Clause 8.52 to 8.54 (Equality and diversity) of the Framework Agreement are not applicable as the Supplier has no process in place to fulfil this. The Supplier will abide by its own code of conducts in relation to these practices.

**14.10** The Parties acknowledge that Clauses 8.13 to 8.17 (Bribery and corruption) of the Framework Agreement is made without prejudice to the Parties rights and obligations at Clause 12.2 (Anti-Corruption) of the above MSA Terms.

**14.11** The Buyer acknowledges and agrees that Supplier's commitments under the DPA, as further described in Documentation suffice in meeting the requirements of Clause 33 (Data Protection Legislation (GDPR) of the Call-Off Contract.

**14.12** The Parties agree that Clauses 8.71 (Managing disputes) to 8.82 (Mediation process) of the Framework Agreement in respect of mediation and arbitration is subject to both parties written agreement.

**14.13** With respect to Clause 8.83 to 8.91 (Confidentiality) of the Framework Agreement, the obligations are (i) only made in respect of Confidential Information, excluding Customer Data, in the acknowledgment that Customer Data provisions are addressed elsewhere in the Supplier Terms, and (ii) without prejudice to either Party's rights or obligations to disclose Confidential Information as compelled by law and unless as otherwise legally permitted. Clause 8.89 of the Framework Agreement is subject to such failure being material. Clause 8.90 of the Framework Agreement is subject to reasonableness.

**14.14** Clause 1.2 (Call-Off Contract start date and length) of the Call-Off Contract is subject to the Supplier's agreement to any extension.

**14.15** Clause 4 (Supplier staff) of the Call-Off Contract is only applicable to Services that are Professional Services and thus are addressed in the PSA Terms below.

**14.16** With respect to Clause 6.3 (Business continuity and disaster recovery) of the Call-Off Contract, by entering into the Call-Off Contract and Order Form, the Buyer agrees that the business continuity and disaster recovery plans set out in the Trust and Compliance Documentation satisfy this provision.

**14.17** With respect to the sub-clauses of Clause 7 (Payment, VAT and Call-Off Contract charges) of the Call-Off Contract, the Buyer agrees that:

**(a)**     in derogation of Clause 7.2 it will pay the Supplier within 30 days of the invoice date as per Clause 5.2 of the MSA Terms;

**(b)**     in derogation of Clause 7.4 the Supplier does not accept Government Procurement Card (GPC) as a payment method;

**(c)**     its right at Clause 7.5 to request the Supplier provides further documentation to substantiate invoices shall not impact the payment terms stated herein;

**(d)**     Clause 7.6 is not applicable given that Subcontractors are fundamental to the delivery of services to all of the Supplier's customers, thus the Supplier is unable to provision for bespoke Subcontractor provisions in respect of delivery of G-Cloud Services;

**(e)**     Clause 7.8 is such that in respect of the Charges on the invoice, VAT shall be included as a separate line item (however Charges in the Order Form shall be stated exclusive of VAT);

**(f)**     Clause 7.9 shall be amended such that the Supplier must pay the relevant sums promptly upon notification of any such VAT liability;

**(g)**     Clause 7.10 and 7.11 are without prejudice to Clause 5.4 (Suspension of Service) of the above MSA Terms and failure by the Supplier to respond within 10 UK Working days shall be deemed as rejection of the Buyer's proposed amendments; and

**(h)**     given the nature of the Services, Clause 7.12 is not applicable as the Order Form will always be in respect of defined volumes and deliverables at set prices.

**14.18** Clause 8.1 (Recovery of sums due and right of set-off) of the Call-Off Contract is not applicable given the Supplier's payment model. The Buyer can exercise other remedies as set out in the Supplier Terms.

**14.19** With respect to the provisions at Clause 9 (Insurance) of the Call-Off Contract, the Buyer acknowledges and agrees that the commitments made by the Supplier within Clause 13.10 (Insurance) of the MSA Terms above, meet the requirements of Clause 9 of the Call-Off Contract. Further, references to agents and professional consultants are not applicable given they are not procured for the provision of the G-Cloud Services only.

**14.20** The commitments made at Clause 10 (Confidentiality) of the Call-Off Contract are (i) only made in respect of Confidential Information, excluding Customer Data, in the acknowledgment that Customer Data provisions are addressed at a later stage

of the Call-Off Contract, and (ii) without prejudice to either Party's rights or obligations to disclose Confidential Information as compelled by law and unless as otherwise legally permitted. The confidentiality indemnity is not applicable given such issues are already addressed in the MSA Terms.

14.21 Clauses 11.2 to 11.4 and 11.8 (Intellectual Property Rights) and Clause 15 (Open source) of the Call-Off Contract are not applicable given the provision of Services is a right of access (as per Clause 6.2 of the MSA Terms) and as such there is no grant of IPRs. Clauses 11.5 to 11.7 in respect of indemnification of IPR infringement and dealing with an IPR Claim are superseded by Clause 9.1 (Indemnification by SFDC) of the MSA Terms which sets out the required process for such indemnification in accordance with the way the Services are delivered.

14.22 By entering into the Call-Off Contract and the Order Form, the Buyer acknowledges that in respect of Customer Data, the security, technical, organisational and operational measures as set out in (i) the DPA incorporated at Section 2.2 of the MSA Terms above, and (ii) 'Documentation' (as defined in the MSA Terms above) and more particularly the Security, Privacy and Architecture Documentation, are appropriate and satisfy the requirements of Clause 12 (Protection of Information), Clause 13 (Buyer data), Clause 14 (Standards and quality), Clause 16 (Security), Clause 19.5 (Consequences of suspension, ending and expiry), Clause 21 (Exit) of the Call-Off Contract; and Section 4 (How Services will be delivered) of the Framework Agreement. Subject to the privacy and security provisions in the above MSA Terms (including the DPA), the Buyer consents to the processing (storing, access or otherwise) of Customer Data outside of the European Economic Area. For clarity any data that is not Customer Data and falls within the Framework Agreement and Call-Off Contract clauses listed in this Clause, are protected by Clause 7 (Confidentiality) of the MSA Terms.

14.23 With respect to the sub-clauses of Clause 18 (Ending the Call-Off Contract) of the Call-Off Contract, the Parties agree that:

(a) Clause 18.1 is subject to Clause 11.3 (Termination) of the MSA Terms;

(b) the Buyer's obligation to pay compensation or an indemnity at Clauses 18.2 and 18.3 is not applicable given such issues are already addressed in the MSA Terms;

(c) Clauses 18.4 and 18.5 shall only be applicable should there be a material breach as described as and in accordance with Clause 11.3 (Termination) of the MSA Terms;

(d) remedial action is not time restricted and instead the commitment to remedy is to be assessed on a case by case basis as to what is deemed commercially reasonable efforts under the circumstances; and

(e) Clause 18.6 shall be deemed such that the Buyer's failure to pay is a material breach and that Clause 11.4 (Refund or Payment upon Termination) of the MSA Terms is applicable whereby termination will not relieve the Buyer of its obligation to pay any fees.

14.24 To clarify the Parties expressly agree in the event the Supplier elects to End the Call-Off Contract or Order Form, pursuant to Clause 11.4 of the MSA Terms, the Buyer shall be liable in full of all outstanding fees due to Supplier under the Call-Off Contract and the Order Form for the remainder of the term specified in the Order Form.

14.25 The Parties acknowledge and agree that in respect of Clause 23 (Force majeure) of the Call-Off Contract, there is no defined number of consecutive days whereby a Party may End the Call-Off Contract. Instead the Parties shall assess each Force Majeure event on a case by case basis in deciding what is deemed reasonable in time and response.

14.26 With respect to Clause 25 (Premises) of the Call-Off Contract, the Supplier's obligations when on the Buyer's premises, shall only be applicable to the extent reasonable and provided to the Supplier in writing in advance of the provision of Services.

14.27 The Parties agree Clause 12.5 (Third-Party Beneficiaries) of the MSA Terms properly reflects their position and replaces Clause 27 (The Contracts (Rights of Third Parties) Act 1999) of the Call-Off Contract.

14.28 In derogation of Clause 28 (Environmental requirements) of the Call-Off Contract, the Parties agree that their Codes of Conduct (including environmental policies) are substantially similar, and that each Party will abide by its own Code of Conduct.

14.29 Clause 29 (The Employment Regulations (TUPE)) of the Call-Off Contract is not relevant due to the nature of the Services and thus these provisions including the TUPE indemnities are not applicable. Should TUPE apply then the Supplier shall comply with its employment obligations under applicable law.

14.30 Clause 30 (Additional G-Cloud services) of the Call-Off Contract is subject to the Supplier agreeing to the provision and terms of any such Additional Services. The Supplier's obligation to provide and monitor performance of Additional Services is only in respect of such Additional Services being provided by the Supplier (and not by any third party).

14.31 Clause 31 (Collaboration) and Schedule 3 of the Call-Off Contract is not applicable as the Parties agree that they do not intend to enter into a Collaboration Agreement.

14.32 Clause 32 (Variation process) of the Call-Off Contract is not applicable as any variation needs to be agreed by the Parties. Should a variation not be agreed, the termination provisions of the Supplier Terms apply as relevant. Changes in the

Supplier's supply chain are not Variations and thus a Variation request does not need to be submitted to the Buyer in respect of any such change.

**14.33** The Parties acknowledge and accepts that Schedule 4 (Alternative Clauses) of the Call-Off Contract shall not apply.

**14.34** In the same way the CCS and Buyers have an absolute discretion to purchase the G-Cloud Services, the Parties acknowledge and agree that the Supplier also has an absolute discretion to sell and is not under any obligation to provide the Services prior to signing an Order Form with the Buyer.

**14.35** Notwithstanding any reference on the Order Form to such Order Form being governed by the MSA Terms, the Order Form is governed by the G-Cloud Services Call-Off Contract which incorporates the Supplier Terms between Salesforce.com EMEA Limited (also referred to as Supplier) and Buyer (also referred to as Customer) as published to Buyer in the Digital Marketplace.

**14.36** Product specific terms may apply as set forth in the applicable Order Form.

**Exhibit B to Suppliers Terms and Conditions**
**Professional Services Terms**

These Professional Services Terms ("**PSA Terms**") form part of the Framework Agreement and each Call-Off Contract and apply to Professional Services ordered by Buyer. Specific Professional Services to be provided to Buyer, and Buyer's payment obligations for the same, shall be set forth in one or more Statements of Work (being a type of Order Form) hereunder. Supplier is herein defined as "**SFDC**" and Buyer is herein defined as "**Customer**".

## 1.    DEFINITIONS

"**Affiliate**" means any entity which directly or indirectly controls, is controlled by, or is under common control with the subject entity. "Control," for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.

"**Agreement**" means this Professional Services Agreement and any exhibits, schedules and addenda.

"**Change Order**" means any change to an SOW or Order Form, as applicable, as described in the "Change Orders" section below. Change Orders will be deemed incorporated by reference in the applicable SOW or Order Form, as applicable in the absence of an SOW.

"**Customer**" means the customer named above and its Affiliates that have entered into a SOW or Order Form for Professional Services.

"**Deliverable**" means a deliverable under an SOW or Order Form.

"**Online Services**" means any online, web-based services and associated offline components made available by SFDC (or one or more of its Affiliates) to Customer under a separate agreement.

"**Order Form**" means an ordering document specifying the Professional Services to be provided hereunder and that is entered into between Customer and SFDC or any of its Affiliates, including any addenda and supplements thereto. Order Forms governed, in whole or in part, by this Agreement must have a SOW attached thereto or expressly state that the Order Form or certain Professional Services provided thereunder are governed by this Agreement. By entering into an Order Form hereunder, an Affiliate agrees to be bound by the terms of this Agreement as if it were an original party hereto. Notwithstanding any language to the contrary in the Order Form, all Professional Services purchased under an Order Form are purchased separately from the Online Services and all references to "Order Form" herein shall not apply in any way to any Online Services, including without limitation, with respect to payment obligations and termination rights.

"**Professional Services**" means work performed by SFDC, its Affiliates, or their respective permitted subcontractors under an SOW or Order Form, including SFDC's provision of any Deliverables specified in such SOW or Order Form.

"**SOW**" means a statement of work describing Professional Services to be provided hereunder, that is entered into between Customer and SFDC or any of its Affiliates or which is incorporated into an Order Form that is entered into between Customer and SFDC or any of its Affiliates. An SFDC Affiliate that executes an SOW with Customer will be deemed to be "SFDC" as such term is used in this Agreement. SOWs or Order Forms will be deemed incorporated herein by reference.

## 2.    PROFESSIONAL SERVICES

**2.1.    Scope of Professional Services.** SFDC will provide to Customer the Professional Services specified in each SOW or Order Form (as applicable), subject to Customer's payment of all applicable fees as set forth in the "Fees" section of this Agreement.

**2.2.    Relationship to Online Services.** This Agreement is limited to Professional Services and does not convey any right to use Online Services. Any use of Online Services by Customer will be governed by a separate agreement. Customer agrees that its purchase of Professional Services is not contingent on the delivery of any future Online Service functionality or features, other than Deliverables, subject to the terms of the applicable SOW or Order Form, or on any oral or written public comments by SFDC regarding future Online Service functionality or features.

## 3.    CUSTOMER COOPERATION

**3.1.    Cooperation.** Customer will cooperate reasonably and in good faith with SFDC in its performance of Professional Services by, without limitation:

(a)    allocating sufficient resources and timely performing any tasks reasonably necessary to enable SFDC to perform its obligations under each SOW or Order Form;

(b)    timely delivering any Customer deliverables and other obligations required under each SOW or Order Form;

(c)    timely responding to SFDC's inquiries related to the Professional Services;

(d)    assigning an internal project manager for each SOW or Order Form to serve as a primary point of contact for SFDC;

(e)    actively participating in scheduled project meetings;

(f)    providing, in a timely manner and at no charge to SFDC, office workspace, telephone and other facilities, suitably

configured computer equipment with Internet access, access to appropriate and knowledgeable employees and agents of Customer, and continuous administrative access to Customer's Online Service account, and coordination of onsite, online and telephonic meetings all as reasonably required by SFDC; and

(g)    complete, accurate and timely information, data and feedback all as reasonably required.

**3.2.    Delays.** Any delays in the performance of Professional Services or delivery of Deliverables caused by Customer may result in additional applicable charges for resource time.

## 4.    DELIVERY, ACCEPTANCE AND CHANGE ORDERS

**4.1.    Delivery of Services.** SFDC will provide the Professional Services, including any Deliverables, in accordance with the Agreement and the applicable SOWs or Order Forms.

**4.2.    Acceptance.** Upon completion of each Deliverable under an SOW or Order Form, SFDC will, as applicable: (a) submit a complete copy to Customer; and (b) at Customer's request, demonstrate its functionality to Customer.  Customer is responsible for reviewing and testing all Deliverables in accordance with such SOW or Order Form pursuant to any acceptance criteria or test plans mutually agreed upon in writing by the parties for such Deliverable.  Customer will provide SFDC with written notification of acceptance for each Deliverable promptly upon acceptance; however, failure to reject a Deliverable, as set forth below, will be deemed acceptance.  If Customer, in its reasonable and good faith judgment, determines that any submitted Deliverable does not satisfy the agreed-upon acceptance criteria as specified in the applicable SOW or as mutually agreed upon in writing by the parties for such Deliverable, Customer must so notify SFDC in writing within 10 business days after SFDC's submission of the Deliverable, specifying the deficiencies in detail.  SFDC will use commercially reasonable efforts to correct such deficiencies and resubmit the Deliverable to Customer as soon as practicable.  Customer will again review and test the Deliverable against the agreed-upon acceptance criteria, and detail any deficiencies to SFDC in writing within 10 business days after resubmission of the Deliverable.  If a Deliverable fails to meet the functional requirements specified in the applicable SOW or Order Form after its second resubmission to Customer, Customer may either, as its sole and exclusive remedy: (i) again reject the Deliverable and return it to SFDC for further correction and resubmission in accordance with the process described above (if the Deliverable is not accepted after two resubmissions, the matter will be escalated to Customer's executive sponsor for the project associated with the SOW or Order Form and the SFDC Engagement Manager) or (ii) terminate the relevant SOW or Order Form immediately upon written notice and recover all Professional Services fees paid under such SOW or Order Form for such deficient Deliverable.  If the parties determine that a Deliverable's functional requirements specified in a SOW or Order Form require modification (for example, due to incorrect assumptions or changed requirements), they will cooperate in good faith to execute a Change Order for such revised requirements.

**4.3.    No Effect on Warranty Remedies.** Acceptance of Professional Services, including a Deliverable, will not affect Customer's rights or remedies under the "Warranty" section below.

**4.4.    Change Orders.** Changes to an SOW or Order Form will require a written Change Order signed by the parties prior to implementation of the changes.  Such changes may include, for example, changes to the scope of work and any corresponding changes to the estimated fees and schedule.

## 5.    FEES, INVOICING AND TAXES

**5.1.    Fees.** Customer will pay SFDC for the Professional Services at the rates specified in the applicable SOW or Order Form, or if no rate is specified in the SOW or Order Form, SFDC's standard rates in effect at the time the SOW or Order Form is executed.  Professional Services are provided on either a time-and-materials or fixed fee basis, as provided in an SOW or Order Form.  Any amount set forth in a time-and-materials SOW is solely a good-faith estimate for Customer's budgeting and SFDC's resource-scheduling purposes and is not a guarantee that the work will be completed for that amount; the actual amount may be higher or lower.  If the estimated amount is expended, SFDC will continue to provide Professional Services under the same rates and terms.  SFDC will periodically update Customer on the status of the Professional Services and the fees accrued under SOWs or Order Forms.

**5.2.    Incidental Expenses.** Customer will reimburse SFDC for reasonable travel and out-of-pocket expenses incurred in connection with Professional Services. If an estimate of incidental expenses is provided in the applicable SOW or Order Form, SFDC will not exceed such estimate without the written consent of Customer.

**5.3.    Invoicing and Payment.** Charges for time-and-materials engagements will be invoiced monthly in arrears unless otherwise expressly stated in the applicable SOW or Order Form.  Charges for fixed fee engagements will be invoiced in advance in the manner as provided in the SOW or Order Form, as applicable, unless otherwise expressly stated therein.  Invoiced amounts will be due and payable net 30 days from the invoice date.  Customer is responsible for providing SFDC with Customer's complete and accurate billing and contact information and notifying SFDC of any changes to such information.

**5.4.    Overdue Charges.** Subject to the "Payment Disputes" section, if any invoiced amount is not received by SFDC by the due date, then without limiting SFDC's rights or remedies, those charges may accrue late interest at the rate of 1.5% of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower.

**5.5.  Suspension of Professional Services.** Subject to the "Payment Disputes" section, if any charge owing by Customer is 30 days or more overdue, SFDC may, without limiting its other rights and remedies, suspend its performance of Professional Services until such amounts are paid in full.

**5.6.  Payment Disputes.** SFDC will not exercise its rights under the "Overdue Charges" or "Suspension of Professional Services" sections above if Customer is disputing the applicable charges reasonably and in good faith and is cooperating diligently to resolve the dispute.

**5.7.  Taxes.** SFDC's fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including, for example, value-added, sales, use or withholding taxes, assessable by any jurisdiction whatsoever (collectively, "**Taxes**"). Customer is responsible for paying all Taxes associated with its purchases hereunder. If SFDC has the legal obligation to pay or collect Taxes for which Customer is responsible under this section, SFDC will invoice Customer and Customer will pay that amount, unless Customer provides SFDC with a valid tax exemption certificate authorized by the appropriate taxing authority. For clarity, SFDC is solely responsible for taxes assessable against it based on its income, property and employees.

## 6.  PROPRIETARY RIGHTS AND LICENSES

**6.1.  Customer Intellectual Property.** Customer does not grant to SFDC any rights in or to Customer's intellectual property except such licenses as may be required for SFDC to perform its obligations hereunder.

**6.2.  Confidential Information.** As between the parties, each party retains all ownership rights in and to its Confidential Information.

**6.3.  License for Contract Property.** Upon Customer's payment of fees due under an applicable SOW or Order Form, SFDC grants Customer a worldwide, perpetual, non-exclusive, non-transferable, royalty-free license to copy, maintain, use and run (as applicable) solely for its internal business purposes associated with its use of SFDC's online and offline services anything developed by SFDC for Customer, including Deliverables, under this Agreement ("**Contract Property**"). SFDC and Customer each retains all right, title and interest in its respective intellectual property and SFDC retains all ownership rights in the Contract Property.

## 7.  CONFIDENTIALITY

**7.1.  Definition of Confidential Information.** "**Confidential Information**" means all information disclosed by a party or its Affiliates ("**Disclosing Party**") to the other party ("**Receiving Party**"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and/or the circumstances of disclosure. Confidential Information of Customer includes, without limitation, nonpublic business processes, strategies, technologies and data. Confidential Information of SFDC includes nonpublic technologies, methodologies, tools and templates. Confidential Information of each party includes the terms and conditions of this Agreement and all SOW(s) or Order Form(s), including pricing. However, Confidential Information does not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (iii) is received from a third party without breach of any obligation owed to the Disclosing Party, or (iv) was independently developed by the Receiving Party.

**7.2.  Protection of Confidential Information.** Except as otherwise permitted in writing by the Disclosing Party, (i) the Receiving Party will use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but in no event less than reasonable care) to not disclose or use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement, and (ii) the Receiving Party will limit access to Confidential Information of the Disclosing Party to those of its and its Affiliates' employees, contractors and agents that need such access for purposes consistent with this Agreement and who are bound by confidentiality obligations to the Receiving Party not materially less protective than those herein.

**7.3.  Compelled Disclosure.** The Receiving Party may disclose Confidential Information of the Disclosing Party to the extent compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure. If the Receiving Party is compelled by law to disclose the Disclosing Party's Confidential Information as part of a civil proceeding to which the Disclosing Party is a party, and the Disclosing Party is not contesting the disclosure, the Disclosing Party will reimburse the Receiving Party for its reasonable cost of compiling and providing secure access to such Confidential Information.

## 8.  REPRESENTATIONS, WARRANTIES, EXCLUSIVE REMEDIES AND DISCLAIMERS

**8.1.  Representations.** Each party represents that it has validly entered into this Agreement and has the legal power to do so.

**8.2.  Warranty.** SFDC warrants that the Professional Services will be performed in a professional and workmanlike manner in accordance with generally accepted industry standards. For any breach of the above warranty, Customer's exclusive remedy and SFDC's entire liability will be the re-performance of the applicable Professional Services. If SFDC is unable to re-

perform the Professional Services as warranted, Customer will be entitled to recover the Professional Services fees paid to SFDC for the deficient Professional Services. Customer must make any claim under the foregoing warranty to SFDC in writing within 90 days of performance of such Professional Services in order to receive warranty remedies.

8.3. **Disclaimer.** Except as expressly provided herein, each party excludes all warranties, representations, terms, conditions or other commitments of any kind, whether express or implied, statutory or otherwise, and each party specifically disclaims all implied warranties, including (without limitation) any warranties, representations, terms, conditions or other commitments of merchantability or fitness for a particular purpose or of satisfactory quality or of reasonable skill and care, in each case, to the maximum extent permitted by applicable law.

## 9. INDEMNIFICATION

9.1. **SFDC Indemnity.** SFDC will defend Customer against any claim, demand, suit or proceeding ("**Claim**") made or brought against Customer by a third party arising out of death, personal injury or damage to tangible property to the extent caused by SFDC personnel in their performance of the Professional Services, and will indemnify Customer for any damages, attorneys fees and costs finally awarded against Customer as a result of, or for amounts paid by Customer under a court-approved settlement of, any such Claim, all of the foregoing to the extent caused by SFDC's personnel, provided that Customer: (a) promptly gives SFDC written notice of the Claim; (b) gives SFDC sole control of the defense and settlement of the Claim (except that SFDC may not settle any Claim unless it unconditionally releases Customer of all liability); and (c) gives SFDC all reasonable assistance, at SFDC's cost.

9.2. **Mutual Indemnity.** Each party (the "**Provider**") will defend the other party (the "**Recipient**") against any Claim made or brought against the Recipient by a third party alleging that any information, design, specification, instruction, software, data or material furnished by the Provider hereunder ("**Material**") infringes or misappropriates such third party's intellectual property rights, and will indemnify the Recipient from any damages, attorneys fees and costs finally awarded against the Recipient as a result of, or for amounts paid by Recipient under a court-approved settlement of, any such Claim, provided that the Recipient: (a) promptly gives the Provider written notice of the Claim; (b) gives the Provider sole control of the defense and settlement of the Claim (except that the Provider may not settle any Claim unless it unconditionally releases the Recipient of all liability); and (c) gives the Provider all reasonable assistance, at the Provider's cost. The Provider will have no liability for any such Claim to the extent that (i) it arises from specifications or other Material provided by the other party, or (ii) such claim is based on the Recipient's use of a superseded or altered version of Material if infringement or misappropriation would have been avoided by the use of a subsequent or unaltered version of the Material that was provided to the Recipient. In the event that some or all of the Material is held or is reasonably believed by the Provider to infringe or misappropriate, the Provider may in its discretion and at no cost to the Recipient (A) modify or replace the Material so it no longer infringes or misappropriates, (B) obtain a license for the Recipient's continued use of the Material in accordance with this Agreement, or (C) require return of the affected Material and all rights thereto from the Recipient. If the Provider exercises option (C), either party may terminate the relevant SOW or Order Form upon 10 days' written notice given within 30 days after the Provider's exercise of such option, subject to the "Payment Upon Termination" section below.

9.3. **Exclusive Remedy.** This "Indemnification" section states the indemnifying party's sole liability to, and the indemnified party's exclusive remedy against, the other party for any type of Claim described in this section.

## 10. LIMITATION OF LIABILITY

10.1. **Limitation of Liability.** SUBJECT TO THE "EXCLUSION OF INDIRECT DAMAGES" AND "LIMITATION OF RESTRICTIONS" SECTIONS BELOW, NEITHER PARTY'S LIABILITY WITH RESPECT TO ANY SINGLE INCIDENT ARISING OUT OF OR RELATED TO THIS AGREEMENT WILL EXCEED THE AMOUNT PAID BY CUSTOMER FOR PROFESSIONAL SERVICES UNDER THE APPLICABLE ORDER FORM OR STATEMENT OF WORK, PROVIDED THAT IN NO EVENT WILL EITHER PARTY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED THE TOTAL AMOUNT PAID BY CUSTOMER HEREUNDER. THE ABOVE LIMITATIONS WILL APPLY WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY. HOWEVER, THE ABOVE LIMITATIONS WILL NOT LIMIT CUSTOMER'S PAYMENT OBLIGATIONS UNDER THE "FEES AND PAYMENT" SECTION ABOVE.

10.2. **Exclusion of Consequential and Related Damages.** Subject to section the "Limitation of Restrictions" section below, in no event shall either party have any liability to the other party under or in relation to this Agreement whether in contract, tort or under any other theory of liability for:

10.2.1. any financial damages as a result of loss or damage to property, economic loss, cost of replacement services, loss of profits, loss of revenue, loss of orders, loss of goodwill, and/or loss resulting from damage to image or reputation in each case whether direct or indirect, or

10.2.2. any indirect or consequential loss or damage arising from or related to this Agreement,

howsoever caused and whether or not such losses are foreseeable, even if that party has been advised (or is otherwise aware) of the possibility of such losses in advance.

10.3. **Limitation of Restrictions.** Nothing in this "Limitation of Liability" section shall exclude or limit the liability of either party

for death or personal injury caused by that party's negligence or for fraud or fraudulent misrepresentation or for any other liability to the extent that the same may not be excluded or limited as a matter of applicable law.

## 11. TERM AND TERMINATION

**11.1. Term.** This Agreement commences on the Effective Date and will remain in effect until terminated in accordance with this section.

**11.2. Termination for Convenience**. Either party may terminate this Agreement at any time for convenience upon 10 days' written notice to the other. To the extent there are SOWs or Order Forms in effect when a party terminates this Agreement, such SOWs or Order Forms shall continue to be governed by this Agreement as if it had not been terminated. Customer may terminate an individual SOW or Order Form for convenience to the extent set forth in such SOW or Order Form.

**11.3. Termination for Cause.** A party may terminate this Agreement and/or any SOW or Order Form for cause: (i) upon 30 days written notice to the other party of a material breach if such breach remains uncured at the expiration of such period, or (ii) if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors.

**11.4. Payment Upon Termination.** Upon any termination of an SOW or Order Form, Customer will pay, in accordance with the Invoicing and Payment section of this Agreement, any unpaid fees and expenses incurred on or before the termination date (such Professional Services fees to be paid on a time-and-materials or percent-of-completion basis, as appropriate). In the event that Customer terminates an SOW or Order Form for cause and Customer has pre-paid any fees for Professional Services not yet received, SFDC will refund such pre-paid fees. In the event that SFDC terminates an SOW or Order Form for cause, any pre-paid fees for Professional Services charged on a fixed-fee basis are non-refundable, unless expressly stated otherwise in an SOW or Order Form.

**11.5. Surviving Provisions.** The sections titled "Contract Property," "Confidentiality," "Representations, Warranties, Exclusive Remedies and Disclaimers," "Indemnification," "Limitation of Liability," "Term and Termination" and "General" will survive any termination or expiration of this Agreement.

## 12. INSURANCE

Each party will maintain, at its own expense during the term of this Agreement, insurance appropriate to its obligations under this Agreement, including as applicable general commercial liability, errors and omissions, employer liability, automobile insurance, and worker's compensation insurance as required by applicable law.

## 13. GENERAL

**13.1. Compliance with Laws.** Each party will comply with all laws and governmental rules and regulations that apply to such party in its performance of its obligations and exercise of its rights, under this Agreement.

**13.2. Export Compliance.** SFDC and Customer each represents that it is not named on any U.S. government denied-party list. Neither party will access or use any Deliverables or Confidential Information provided to it hereunder in a U.S.-embargoed country (currently Cuba, Iran, North Korea, Sudan, Syria or Crimea) or in violation of any U.S. export law or governmental regulation.

**13.3. Anti-Corruption.** Customer has not received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from an SFDC employee or agent in connection with this Agreement. Reasonable gifts and entertainment provided in the ordinary course of business do not violate the above restriction. If Customer learns of any violation of the above restriction, it will use reasonable efforts to promptly notify SFDC's Legal Department (legalcompliance@salesforce.com).

**13.4. Entire Agreement and Order of Precedence.** This Agreement is the entire agreement between SFDC and Customer regarding the provision and use of Professional Services and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. No representation, undertaking or promise shall be taken to have been given or be implied from anything said or written in negotiations between the parties prior to this Agreement except as expressly stated in this Agreement. Neither party shall have any remedy in respect of any untrue statement made by the other upon which that party relied in entering this Agreement (unless such untrue statement was made fraudulently) and that party's only remedies shall be for breach of contract as provided in this Agreement. No modification, amendment, or waiver of any provision of this Agreement will be effective unless in writing and signed by the party against whom the modification, amendment or waiver is to be asserted. Notwithstanding any language to the contrary therein, no terms or conditions stated in a Customer purchase order or in any other Customer order documentation will be incorporated into or form any part of this Agreement, and all such terms or conditions (excluding any SOW or Order Form) will be void. In the event of any conflict or inconsistency between the provisions in the body of this Agreement and any SOW or Order Form (as applicable), the terms of such SOW or Order Form (as applicable) will prevail.

**13.5. Relationship of the Parties.** The parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties. Each party will be solely responsible for payment of all compensation owed to its employees, as well as all employment-related taxes.

**13.6. Third-Party Beneficiaries.** Nothing in this Agreement shall confer, or is intended to confer, on any third party any benefit or the right to enforce any term of this Agreement under the Contracts (Rights of Third Parties) Act 1999 (as such statute is amended from time to time). The rights of the parties to terminate, rescind or agree any variation, waiver or settlement under this Agreement is not subject to the consent of any person that is not a party to this Agreement.

**13.7. Subcontractors.** SFDC may, in its reasonable discretion, use subcontractors inside or outside the United States to perform any of its obligations hereunder. SFDC will be responsible for the performance of Professional Services by its personnel (including employees and contractors) and their compliance with SFDC's obligations under this Agreement, except as otherwise specified herein.

**13.8. Notices.** Except as otherwise specified in this Agreement, all notices, permissions and approvals hereunder will be in writing and will be effective upon: (a) personal delivery, (b) the second business day after mailing, (c) the second business day after sending by confirmed facsimile, or (d), except for notices of breach of the Agreement, termination or an indemnifiable claim ("**Legal Notices**"), the day of sending by email. Notices to SFDC shall be marked for the attention of its Director, EMEA Sales Operations, salesforce.com Sàrl, Route de la Longeraie 9, 1110 Morges, Switzerland, fax+41-21-6953701, with a copy to its EMEA Legal Department, Salesforce.com EMEA Limited, Floor 26 Salesforce Tower, 110 Bishopsgate, London, EC2N 4AY, United Kingdom, email: emeacontracts@salesforce.com. Billing-related notices to Customer will be addressed to the relevant billing contact designated by Customer, and Legal Notices to Customer will be addressed to Customer and be clearly identifiable as Legal Notices. All other notices to Customer will be addressed to the relevant Services system administrator designated by Customer to SFDC in the applicable SOW or Order Form.

**13.9. Waiver and Cumulative Remedies.** No failure or delay by either party in exercising any right under this Agreement will constitute a waiver of that right.

**13.10. Severability.** If any provision (or part of a provision) of this Agreement is held by a court of competent jurisdiction to be invalid, illegal or unenforceable, it shall be deemed omitted from this Agreement and the remaining provisions of this Agreement will remain in effect.

**13.11. Assignment.** Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the other party's prior written consent (not to be unreasonably withheld), provided however, either party may assign this Agreement in its entirety (including all SOWs or Order Forms, as applicable), without the other party's consent, to its Affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets. Notwithstanding the foregoing, if a party is acquired by, sells substantially all of its assets to, or undergoes a change of control in favor of, a direct competitor of the other party, then such other party may terminate this Agreement upon written notice. Subject to the foregoing, this Agreement will bind and inure to the benefit of the parties, their respective successors and permitted assigns.

**13.12. Governing Law.** This Agreement, and any disputes arising out of or related hereto, will be governed exclusively by the laws of England, without regard to its conflicts of laws rules or the United Nations Convention on the International Sale of Goods.

**13.13. Venue.** The courts located in London, England, will have exclusive jurisdiction over any dispute relating to this Agreement, and each party irrevocably consents to the exclusive jurisdiction of those courts.

**13.14. Counterparts.** This Agreement may be executed by facsimile and in counterparts or as attachment (in a standard readable format, such as pdf or jpg) to email, and in counterparts, each of which shall constitute an original, and which taken together shall constitute the same agreement.

## 14.     G-CLOUD 10 ORDER FORM (PART A OF THE CALL-OFF CONTRACT) SPECIFIC PROVISIONS

**14.1.** As Supplier is not able to use the 'Part A - Order Form' issued in the G-Cloud 10 Call-Off Contract, this Clause clarifies where such terms are addressed. By entering into the Call-Off Contract and the Statement of Work ("**SOW**"), Buyer acknowledges that any reference in the Framework Agreement and Call-Off Contract to "Order Form" shall mean to Salesforce's SOW, a template of which is included at Exhibit D. Given the Supplier's automated SOW process, the Supplier cannot process a different type of order form other than its own SOW.

**14.2.** The Services ordered, price, billing frequency, purchase order number, term, Buyer details, and Supplier details: Shall be addressed in the SOW.

**14.3.** Extension period: Not applicable as are agreed between the Parties in a new SOW or Change Order (as relevant).

**14.4.** Termination: Addressed at Clause 11 (Term and Termination) of the PSA Terms above.

**14.5.** Lots: Lot 3 is applicable.

**14.6.** Location from which Services shall be delivered: As per the SOW.

**14.7.** Quality Standards, Technical Standards, service level agreement, On-boarding and Off-boarding: Addressed in the SOW and Clause 8.2 (Warranty) of the PSA Terms above.

**14.8.** Collaboration Agreement: Not applicable as the Parties agree that they do not intend to enter into a collaboration agreement.

**14.9.** Liability: Limit on Supplier's liability is addressed at Clause 10 (Limitation of Liability) of the PSA Terms above.

**14.10.** Insurance: The insurances the Supplier is required to have for six years following expiration or earlier of the Call-Off Contract are: (i) Professional indemnity insurance aka Technology Errors and Omissions Liability insurance to be held by Supplier with a minimum limit of US$5,000,000 per claim and aggregate, and (ii) Employers' liability insurance with a minimum limit of £5,000,000 or such higher minimum limit as required by law. Upon request, the Supplier will provide CCS and the Buyer with a broker's verification of insurance or other evidence of payment of the latest premiums due.

**14.11.** Force Majeure: Addressed at Clause 23 (Force majeure) of the Call-Off Contract.

**14.12.** Audit provisions: Not applicable to Professional Services.

**14.13.** Buyer's Responsibilities: The Buyer is responsible for its obligations under the Call-Off Contract, PSA Terms above and Order Form.

**14.14.** Buyer's Equipment: Not applicable to the subscription Services.

**14.15.** Subcontractors/Partners: Upon request can be addressed in the SOW.

**14.16.** Call-Off Contract Charges and payment: Addressed in the SOW.

**14.17.** Performance of the Services and Deliverables: Addressed in the SOW.

**14.18.** Guarantee: The Parties agree this not applicable.

**14.19.** Supplemental requirements and Buyer Specific Amendments to the Call-Off Contract terms: The Parties agree this is not applicable as all terms are as per the Supplier Terms.

**14.20.** Warranties: Addressed at Clause 8.2 (Warranty) of the PSA Terms above.

**14.21.** Alternative Clauses: Not applicable.

**14.22.** Public Services Network (PSN): Being a cloud based service provider Services are not PSN compliant and are not intended to be delivered over PSN. Customer may choose to engage third party vendors for this type of service.

**14.23.** Personal Data and Data Subjects: Addressed in the DPA as relevant.

**14.24.** Formation of Contract: These terms are incorporated in the SOW except for Clause 1.3 as the SOW is effective upon signature.

## 15.     G-CLOUD 10 SPECIFIC PROVISIONS

**15.1.** Buyer acknowledges and accepts that no Guarantee is offered as referred to in Clause 4.10 (Guarantee) of the Framework Agreement; and Clause 17 and Schedule 5 of the Call-Off Contract.

**15.2.** With respect to Section 2 (Services offered) of the Framework Agreement, the only relevant lot is Lot 3. Further the Buyer acknowledges that the PSA Terms and SOW are adequate and satisfy the requirements of the Technology Code of Practice.

**15.3.** The statement that "Buyers only need to pay for what they use" at Clauses 2.2 (Lot 1) and 2.3 (Lot 2) of the Framework Agreement has been agreed between the Parties to not be relevant given the Supplier utilizes various payment models as agreed on the SOW (for example upfront, time and materials, and milestone payments). Consequently should the Buyer not find such payment structure appropriate they are free to contract with another Supplier.

**15.4.** In respect of Clause 4.1 (Warranties and representations) of the Framework Agreement the Parties acknowledge and agrees that:

**(a)**     the only warranties and representations offered are as per Clauses 8.2 (Warranty) and 8.3 (Disclaimer) of the PSA Terms applies instead;

**(b)**     in respect of Tax Non-Compliance and Tax Non-Compliance litigation, the Supplier refers CCS to its SEC (Security and Exchange Commission) filings (see http://investor.salesforce.com/about-us/investor/investor-resources/default.aspx) which provides an overview of the Supplier's material litigations and other material risks identified. As a publically traded company, the Supplier cannot share any information beyond what has been filed with the SEC;

**(c)**     the Supplier's warranty and representation to comply with all applicable laws in respect of all its obligations under the Framework Agreement and any Call-Off Contract is subject to the Buyer's compliance with the Supplier Terms; and

**(d)**     by entering into the Call-Off Agreement and the SOW, the Buyer acknowledges that the PSA Terms are adequate and satisfy the requirements of "all reasonable care, skill and diligence, according to Good Industry Practice".

**15.5.** In respect of Clauses 4.2 to 4.5 (Liability) inclusive of the Framework Agreement and Clause 24 (Liability) of the Call-Off Contract, liability is addressed and limited in accordance with Clause 8.3 (Disclaimer) and Clause 10 (Limitation of Liability) of the PSA Terms. As such liability under the Sale of Goods Act 1979 and the Supply of Goods and Services Act 1982 are excluded.

**15.6.** In respect of Clause 5.1 (Ending and suspension of a supplier's appointment with cause by CCS) of the Framework Agreement and Clause 19.1 (Consequences of suspension, ending and expiry) of the Call-Off Contract, CCS or the Buyer cannot suspend the Framework Agreement and Call-Off Contract, or Order Form. CCS or the Buyer can only End the Framework Agreement and Call-Off Contract as per Clause 11 (Term and termination) of the PSA Terms. Where there is agreed termination for material breach or Supplier Default/Supplier Insolvency Event, material breach (not expressly defined) is to be assessed on a case by case basis. Refunds and credits are as per Clause 11.4 (Payment upon termination) of the PSA Terms.

**15.7.** In respect of Clauses 8.32 and 8.33 (Transfer and subcontracting) of the Framework Agreement and Clause 12.3 (Protection of Information) of the Call-Off Contract, the Buyer hereby explicitly consents to the Supplier subcontracting any part of the Services. In the understanding that the Supplier is responsible for them as per Clause 13.7 (Subcontractors) of the PSA Terms. In respect of assignment and novation at Clauses 8.32 and 8.35 (Transfer and subcontracting) of the Framework Agreement, the Parties agree that Clause 13.11 (Assignment) of the PSA Terms set out the agreed approach.

**15.8.** The Buyer acknowledges and agrees that a breach of Clauses 8.42 and 8.43 of the Framework Agreement ("Conflicts of interest and ethical walls") shall not automatically be deemed a Material Breach, and instead each breach shall be assessed as to whether it is a material breach (being expressly undefined) on a case by case basis in accordance with the Supplier Terms. As such Clause 18.1, 18.4 and 18.5 (Ending the Call-Off Contract) of the Call-Off Contract shall only be applicable should there be a material breach as described as and in accordance with Clause 11 (Term and termination) of the PSA Terms. Nothing in the definitions of "Material Breach" or "Supplier Default" in the Framework Agreement or Call-Off Contract shall entitle the Buyer to terminate the Call-Off Contract or any SOW where the breach or breaches could not reasonably be considered as a material breach of the Call-Off Contract (including the Supplier Terms).

**15.9.** Buyer acknowledges and agrees that Supplier's (i) fraud notification obligation at Clause 5.13 (Notice of Fraud) of the Framework Agreement, and (ii) obligations set out at Clause 8.53 (Equality and diversity) of the Framework Agreement are not applicable as the Supplier has no process in place to fulfil this. The Supplier will abide by its own code of conducts in relation to these practices.

**15.10.** The Parties acknowledge that Clauses 8.13 to 8.17 34 (Bribery and corruption) of the Framework Agreement is made without prejudice to the Parties rights and obligations at Clause 13.3 ('Anti-Corruption') of the above PSA Terms.

**15.11.** The Buyer's obligation to indemnify against the misuse of the CCS logo at Clause 8.50 (Publicity & Branding) of the Framework Agreement is not applicable given the extent of indemnities offer are already addressed in the PSA Terms;

**15.12.** The Buyer acknowledges and agrees that Supplier's commitments under the DPA, as further described in Documentation suffice in meeting the requirements of Clause 33 (Data Protection Legislation (GDPR)) of the Call-Off Contract.

**15.13.** The parties agree that Clauses 8.71 and 8.77 (Mediation process) of the Framework Agreement in respect of mediation and arbitration is subject to both parties written agreement.

**15.14.** Buyer acknowledges and agrees that Supplier's commitments under Clause 7 (Confidentiality) of the PSA Terms suffice in meeting the requirements of Clauses 8.57 to 8.62 (Data protection and disclosure) of the Framework Agreement, and the Parties shall abide by the applicable laws.

**15.15.** With respect to Clause 8.83 to 8.91 (Confidentiality) of the Framework Agreement, the obligations are without prejudice to either Party's rights or obligations to disclose Confidential Information as compelled by law and unless as otherwise legally permitted. Clause 8.89 of the Framework Agreement is subject to such failure being material. Clause 8.90 of the Framework Agreement is subject to reasonableness.

**15.16.** Clause 1.2 (Call-Off Contract start date and length) of the Call-Off Contract is subject to the Supplier's agreement to any extension.

**15.17.** Clause 4 (Supplier staff) of the Call-Off Contract is subject to any request and compliance being commercially reasonable as assessed on a case by case basis.

**15.18.** With respect to the sub-clauses of Clause 7 (Payment, VAT and Call-Off Contract charges) of the Call-Off Contract, the Buyer agrees that:

    **(e)** in derogation of Clause 7.2 it will pay the Supplier within 30 days of the invoice date as per Clause 5.3 of the PSA Terms;

    **(f)** in derogation of Clause 7.4 the Supplier does not accept Government Procurement Card (GPC) as a payment method;

    **(g)** its right at Clause 7.5 to request the Supplier provides further documentation to substantiate invoices shall not impact the payment terms stated herein;

    **(h)** Clause 7.6 is not applicable given that Subcontractors are fundamental to the delivery of services to all of the Supplier's

customers, thus the Supplier is unable to provision for bespoke Subcontractor provisions in respect of delivery of G-Cloud Services;

**(i)** Clause 7.8 is such that in respect of the Charges on the invoice, VAT shall be included as a separate line item (however Charges in the SOW shall be stated exclusive of VAT);

**(j)** Clause 7.9 shall be amended such that the Supplier must pay the relevant sums promptly upon notification of any such VAT liability;

**(k)** Clause 7.10 and 7.11 are without prejudice to Clause 5.5 (Suspension of Professional Services) of the above PSA Terms and failure by the Supplier to respond within 10 UK Working days shall be deemed as rejection of the Buyer's proposed amendments;

**(l)** given the nature of the Services, Clause 7.12 is not applicable as the SOW will always be in respect of defined deliverables at set prices as agreed.

**15.19.** Clause 8.1 (Recovery of sums due and right of set-off) of the Call-Off Contract is not applicable given the Supplier's payment model. The Buyer can exercise other remedies as set out in the Supplier Terms.

**15.20.** With respect to the provisions at Clause 9 (Insurance) of the Call-Off Contract, the Buyer acknowledges and agrees that the commitments made by the Supplier within Clause 14.10 (Insurance) of the PSA Terms above, meet the requirements of Clause 9 of the Call-Off Contract. Further, references to agents and professional consultants are not applicable given they are not procured for the provision of the G-Cloud Services only.

**15.21.** The commitments made at Clause 10 (Confidentiality) of the Call-Off Contract are without prejudice to either Party's rights or obligations to disclose Confidential Information as compelled by law and unless as otherwise legally permitted. The confidentiality indemnity is not applicable given such issues are already addressed in the PSA Terms.

**15.22.** Clauses 11.2 to 11.4 and 11.8 (Intellectual Property Rights) and Clause 15 (Open source) of the Call-Off Contract are not applicable given the provision of Services is a license for Contract Property (as per Clause 6.3 of the PSA Terms) and as such there is no grant of IPR. Clauses 11.5 to 11.7 in respect of indemnification of IPR infringement and dealing with an IPR Claim are superseded by Clause 9 (Indemnification) of the PSA Terms which sets out the required process for such indemnification in accordance with the way the Services are delivered.

**15.23.** By entering into the Call-Off Contract and the SOW, the Buyer acknowledges that the security, technical, organisational and operational measures as set out in the PSA Terms and SOW and provided by the Services are appropriate and satisfy the requirements of Clause 4 (Supplier staff), Clause 12 (Protection of Information), Clause 13 (Buyer data), Clause 14 (Standards and quality), Clause 16 (Security), Clause 19.5 (Consequences of suspension, ending and expiry), Clause 21 (Exit) of the Call-Off Contract; and Section 4 (How Services will be delivered) of the Framework Agreement.

**15.24.** With respect to the sub-clauses of Clause 18 (Ending the Call-Off Contract) of the Call-Off Contract, the Parties agree that:
**(a)** Clause 18.1 is subject to Clause 11 (Term and termination) of the PSA Terms;

**(b)** the Buyer's obligation to pay compensation or an indemnity at Clauses 18.2 and 18.3 is not applicable given such issues are already addressed in the PSA Terms;

**(c)** Clauses 18.4 and 18.5 shall only be applicable should there be a material breach as described as and in accordance with Clause 11 (Term and termination) of the PSA Terms;

**(d)** remedial action is not time restricted and instead the commitment to remedy is to be assessed on a case by case basis as to what is deemed commercially reasonable efforts under the circumstances; and

**(e)** Clause 18.6 shall be deemed such that the Buyer's failure to pay is a material breach and that Clause 11.4 (Payment upon termination) of the PSA Terms is applicable whereby termination will not relieve the Buyer of its obligation to pay any fees.

**15.25.** To clarify the Parties expressly agree in the event the Supplier elects to End the Call-Off Contract or SOW, pursuant to Clause 11.4 (Payment upon termination) of the PSA Terms, the Buyer shall be liable in full of all outstanding fees due to Supplier under the Call-Off Contract and the SOW for the remainder of the term specified in the SOW.

**15.26.** The Parties acknowledge and agree that in respect of Clause 23 (Force majeure) of the Call-Off Contract, there is no defined number of consecutive days whereby a Party may End the Call-Off Contract. Instead the Parties shall assess each Force Majeure event on a case by case basis in deciding what is deemed reasonable in time and response.

**15.27.** With respect to Clause 25 (Premises) of the Call-Off Contract, the Supplier's obligations when on the Buyer's premises, shall only be applicable to the extent reasonable and provided to the Supplier in writing in advance of the provision of Services.

**15.28.** The Parties agree Clause 13.6 (Third-Party Beneficiaries) of the PSA Terms properly reflects their position and replaces Clause 27 (The Contracts (Rights of Third Parties) Act 1999) of the Call-Off Contract.

**15.29.** In derogation of Clause 28 (Environmental requirements) of the Call-Off Contract, the Parties agree that their Codes of Conduct (including environmental policies) are substantially similar, and that each Party will abide by its own Code of Conduct.

**15.30.** Clause 29 (The Employment Regulations (TUPE)) of the Call-Off Contract is not relevant due to the nature of the Services and thus these provisions including the TUPE indemnities are not applicable. Should TUPE apply then the Supplier shall comply with its employment obligations under applicable law.

**15.31.** Clause 30 (Additional G-Cloud services) of the Call-Off Contract is subject to the Supplier agreeing to the provision and terms of any such Additional Services. The Supplier's obligation to provide and monitor performance of Additional Services is only in respect of such Additional Services being provided by the Supplier (and not by any third party).

**15.32.** Clause 31 (Collaboration) and Schedule 3 of the Call-Off Contract is not applicable as the Parties agree that they do not intend to enter into a Collaboration Agreement.

**15.33.** Clause 32 (Variation process) of the Call-Off Contract is not applicable as any variation needs to be agreed by the Parties as per Clause 4.4 (Change Orders) of the PSA Terms above. Should a variation not be agreed, the termination provisions of the Supplier Terms apply as relevant. Changes in the Supplier's supply chain are not Variations and thus a Variation request does not need to be submitted to the Buyer in respect of any such change.

**15.34.** Clause 33 (Data Protection Legislation (GDPR)) of the Call-Off Contract is not applicable as such matters are governed by the MSA Terms.

**15.35.** The Parties acknowledge and accepts that Schedule 4 (Alternative Clauses) of the Call-Off Contract shall not apply.

**15.36.** In the same way the CCS and Buyers have an absolute discretion to purchase the G-Cloud Services, the Parties acknowledge and agree that the Supplier also has an absolute discretion to sell and is not under any obligation to provide the Professional Services prior to signing a SOW with the Buyer.

**15.37.** Notwithstanding any reference on the SOW to such SOW being governed by the PSA Terms, the SOW is governed by the G-Cloud Services Call-Off Contract which incorporates the Supplier Terms between Salesforce.com EMEA Limited (also referred to as Supplier) and Buyer (also referred to as Customer) as published to Buyer in the Digital Marketplace.

**Exhibit C to Suppliers Terms and Conditions**

**Template Order Form for Subscription Services**

| | |
|---|---|
| salesforce.com EMEA Limited | ORDER FORM for COMPANY NAME] |
| Floor 26 Salesforce Tower | Offer Valid Through (MM/DD/YEAR): _____ |
| 110 Bishopsgate | Proposed by: _____ |
| London | Quote Number: Q-____ |
| EC2N 4AY | |

**ORDER FORM**

**Address Information**

| | |
|---|---|
| Bill To: | Ship To: |
| | |
| Billing Company Name: | Billing Phone: |
| Billing Contact Name: | Billing Fax: |
| Billing Email Address: | Billing Language: |

**Terms and Conditions**

| | |
|---|---|
| Related Contract: | Payment Method: |
| Contract Start Date*: (MM/DD/YEAR) | Payment Terms: |
| Contract End Date*: (MM/DD/YEAR) | Billing Method: |
| Billing Frequency: (Monthly,Quarterly,Semi-Annual,Annual) | |

**Products**

| Product | Order Start Date* | Order End Date* | Order Term (months)* | Monthly Unit/ Price+ | Quantity | Total Price |
|---|---|---|---|---|---|---|
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |

**Total Order:** GBP _____

+ The Monthly/Unit Price shown above has been rounded to two decimal places for display purposes. As many as eight decimal places may be present in the actual price. The totals for this order were calculated using the actual price, rather than the Monthly/Unit Price displayed above, and are the true and binding totals for this order.

* If this Order Form is executed and/or returned to salesforce.com by Customer after the Order Start Date above, salesforce.com may adjust these terms, without increasing the Total Price, based on the date salesforce.com activates the products above. Following activation, any adjustments to these terms may be confirmed by logging into Checkout, by reference to the order confirmation email sent by salesforce.com to the Billing Email Address above, and/or by contacting Customer Service.

Prices shown above do not include any taxes that may apply. Any such taxes are the responsibility of Customer. This is not an invoice.

**Quote Special Terms**

This Order Form is governed by the G-Cloud Services Call-Off Agreement which incorporates the Supplier Terms between Salesforce.com EMEA Limited (also referred to as Supplier) and Customer as published to Customer in the Digital Marketplace.

[insert]

**Product Special Terms**

[insert]

Upon signature by Customer and submission to salesforce.com, this Order Form shall become legally binding and governed by the Master Subscription Agreement between salesforce.com and Customer at https://www.salesforce.com/company/msa.jsp unless otherwise agreed by salesforce.com and Customer. Salesforce.com may reject this Order Form if: (1) the signatory below does not have the authority to bind Customer to this Order Form, (2) changes have been made to this Order Form (other than completion of the purchase order information and the signature block), or (3) the requested purchase order information or signature is incomplete or does not match our records or the rest of this Order Form. Subscriptions are non-cancelable before their Order End Date.

**Purchase Order Information**

Is a Purchase Order (PO) required for the purchase or payment of the products of the products on this Order Form?

Please select: (Customer to complete)

[ ] No

[ ] Yes

If Yes, please complete the following:

PO Number:_____

PO Amount:_____

Upon signature by Customer and submission to salesforce.com, this Order Form shall become legally binding and governed by the Master Subscription Agreement between salesforce.com and Customer at https://www.salesforce.com/company/msa.jsp unless otherwise agreed by salesforce.com and Customer. Salesforce.com may reject this Order Form if: (1) the signatory below does not have the authority to bind Customer to this Order Form, (2) changes have been made to this Order Form (other than completion of the purchase order information and the signature block), or (3) the requested purchase order information or signature is incomplete or does not match our records or the rest of this Order Form. Subscriptions are non-cancelable before their Order End Date.

**CUSTOMER:** [INSERT COMPANY NAME]

**Signature**

_____

**Name**

_____

**Title**

_____

**Date**

_____

**Exhibit D to Suppliers Terms and Conditions**
**Template Statement of Work (Order Form) for Professional Services**
**(Please note that highlighted areas of this template are intentional)**

| | |
|---|---|
| **Customer Name** | SFDC-Client-Legal-Name |
| **Customer Address** | SFDC-Client-Address |

[**INSTRUCTIONS**:  Confirm and verify the following:

- Confirm that **Professional Services** are properly defined in the PSA.
- Verify that the Customer's name as indicated is the actual **Legal Name** of the company
- Confirm that Professional Services Agreement is the name of the consulting agreement with Customer.
- If the SOW is executed by an affiliate of the entity that signed the consulting agreement, instead of "by the parties" put "by (write out the names)."]

[**REMINDER**:  Update footer with Customer and project name]

This Statement of Work ("**SOW**") describes a set of Professional Services to be provided by salesforce.com, inc. ("**SFDC**") to SFDC-Client-Legal-Name ("**Customer**").

## 1.  Scope

[**INSTRUCTIONS**:  If other platforms ARE included, name them here in addition to or instead of Force.com platform. Remove the Mobile App definition sentence if mobile is not in scope.]

Subject to the terms of this SOW and the Agreement, SFDC will provide the consulting services set forth below ("**Professional Services**").  The term "**Application**" is used to refer to the salesforce.com on-demand CRM service and the underlying Force.com platform, Marketing Cloud (ExactTarget) Services, or other platform, as applicable: _____.  The term "**Mobile App**" is used to refer to the custom ios/html5/java/.net application built on the apple/android/windows platform and communicating with the Application.

SFDC will use SFDC Services' application development methodology ("**Adaptive Methodology**") with Customer to deliver the Professional Services.  As part of the Adaptive Methodology:

- SFDC and Customer will review, document and sign off project control documents ("**Planning Documents**") based on this SOW together with additional discovery and further detailing project execution plans, boundaries and controls.
- SFDC and Customer will review, document and sign off solution design documents ("**Design Documents**") based on this SOW together with additional discovery, further detailing the solution design and containing sufficient detail for Customer to understand and agree to the solution design.
- SFDC and Customer will document the desired Application functionality as a list of functional needs by user type ("**User Stories")**.
- Development will be done in a series of regular development increments ("**Iterations**"), which include construction of the solution components and testing of them as they are built.
- Customer will supply a dedicated resource responsible for product vision, representation of stakeholders to the development team and ultimately for maximizing the business value of the development effort ("**Product Owner")**.
- SFDC and Customer will complete development reviews at the completion of each Iteration.  The regular cadence of these reviews will enable Customer to measure functional progress and will provide Customer an on-going process to regularly validate and provide feedback on the functionality that will be delivered in the configured Application.
- Customer will lead and SFDC will support final testing of the solution once construction is complete.

SFDC and Customer currently anticipate development of the configured Application functionality in the areas set forth in this Section 1.  The scope described in this Section 1 has been used to derive the Estimated Professional Services Fees in Section 4 *Schedule and Estimated Professional Services Fees* below.

[**INSTRUCTIONS**:  Some projects are more Agile-leaning, with less strictly defined scope and the expectation that the initially anticipated scope may change significantly during the project.  If this is the case it must be discussed and agreed with the customer during the sales process.  Optionally, for strongly Agile-leaning projects, include the following paragraph.]

Customer Product Owner may request additional or alternative functionality based on the prioritization of User Stories as they are refined and developed during construction of the configured Application.  As a consequence, the precise scope of the configured Application cannot be determined at the outset of the Professional Services and the detailed scope described below may not be completed as part of the Professional Services.  Rather, on-going User Story prioritization as mutually agreed between the Customer Product Owner and SFDC will dictate the final content of the configured Application.

[INSTRUCTIONS:  Update as required and delete all sections that do not apply to the scope of this project.]

## 1.1. Business Objectives and Context

[INSTRUCTIONS:  Provide 1-2 paragraphs on the purpose of the engagement and the business problem / opportunity that is being addressed.]

## 1.2. Functional Scope

The functionality to be implemented as part of the configured Application is described below.

### 1.2.1. Core Salesforce.com Functionality

[INSTRUCTIONS: Remove all that do not apply to the scope of this project. Also, where needed, understood or available, provide specific detail as to how the module will be configured and other specific functionality that may impact effort.  If no custom code or custom objects are expected, remove references to customization and development.  For each functional area, specify anticipated customizations, workflows, approvals, validations, etc. as appropriate.  Include items that are significant cost drivers.

SFDC will use a combination of standard configuration tools and custom code to design, specify, develop and configure the following currently anticipated functionality as integrated modules within the Application:

| Functional Area | Description |
|---|---|
| Account (or Person Account) and Contact Management | • Set up using standard configuration<br>• Custom development (Apex / VF) |
| Activity and Event Tracking | • Set up using standard configuration<br>• Custom development (Apex / VF) |
| User and Company Setup | • Profiles<br>• Permission Sets<br>• Currency Set up <Identify specific currencies><br>• Language setup and translations <Identify specific languages and who is responsible for translation> |
| Lead Management | • Set up using standard configuration<br>• Custom development (Apex / VF) |
| Campaign Management | • Set up using standard configuration<br>• Custom development (Apex / VF) |
| Opportunity Management | • Set up using standard configuration<br>• Custom development (Apex / VF) |
| Products and Price Schedules | • Set up using standard configuration<br>• Custom development (Apex / VF) |
| Quote Tracking | • Set up using standard configuration<br>• Custom development (Apex / VF) |
| Forecasting | • Specify forecasting type, specific or unusual forecasting requirements or customizations |
| Cases and Customer Support Management | • Set up using standard configuration<br>• Assignment and Escalation Rules<br>• Support Processes<br>• Workflow and approval processes<br>• Email to Case<br>• Web to Case<br>• Case Feed<br>• Custom processes – triggers or apex |

| Functional Area | Description |
|---|---|
| Customer Service Console | • Highlights Panel<br>• Pinned Lists<br>• Save User Sessions<br>• Recent Tabs<br>• Interaction Logs<br>• Softphone Integrations<br>• Knowledge Sidebar<br>• Custom elements (i.e. VF page(s) or Apex) |
| Live Agent | • User profile or permission sets set up for access<br>• User configuration<br>• Skills set up<br>• Chat buttons<br>• Custom elements |
| Solutions | • Set up using standard configuration<br>• Custom development (Apex / VF) |
| Knowledge Management | • Initial migration<br>• Article Types<br>• Data Categories<br>• Article Management/publishing process |
| Contract Management | • Set up using standard configuration<br>• Custom development (Apex / VF) |
| Asset Management | • Set up using standard configuration<br>• Custom development (Apex / VF) |
| Entitlement Tracking | • Set up using standard configuration<br>• Custom development (Apex / VF) |
| Content (Document Libraries) | • Set up using standard configuration<br>• Custom development (Apex / VF) |
| Ideas | • Set up using standard configuration<br>• Custom development (Apex / VF) |
| Collaboration | • Settings<br>• Publisher layouts<br>• Groups |
| Reports and Dashboards | • User logon report<br>• System audit trail report<br>• <Specify anticipated reporting areas, including "up to" limitations on number of reports> |
| Security | • Role hierarchy<br>• Territory hierarchy<br>• Sharing Rules<br>• Public Groups<br>• Apex Sharing |
| <Custom Feature 1 VF / Apex> | • Description of Functionality |
| <Custom Feature 2 VF / Apex> | • Description of Functionality |
| … | • |

#### 1.2.1.1.  Core Salesforce.com Assumptions

Remove if no Custom components are anticipated.

- Standard Force.com UI and clicks-not-code configuration will be used where reasonably possible.  This assumption does not impact functionality and is specific to user interactions.
- All workflow, data validation, implementation of business logic and roll-ups will be based on standard Force.com capabilities where reasonably possible.
- When necessary, custom code may be used to implement workflow, data validation, and implementation of business logic, roll-ups and to circumvent Application limitations or governor limits.

#### 1.2.1.2.  Dashboard and Reporting Assumptions

Remove if Dashboards and Reports are not in scope

- Customer acknowledges and agrees that the development of dashboards and reports will be constrained by the functionality and capabilities of the Application as well as any inherent limitations in existing data structures.
- Complex reporting requirements may expose limitations in Customer's existing data model. If required, changes needed to circumvent any such limitations may result in additional costs and require a Change Order.

### 1.2.2. Third-Party Systems / Systems Integration

[**INSTRUCTIONS**: Identify all of the third-party solutions that will be integrated or are functionally aligned with the scope of this project regardless of who is responsible for implementing them. Define SFDC's role with respect to each including what roles the Customer or third-party vendors will play. Specify how each third-party system will be customized and integrated into the overall solution. Indicate the selection status of each system and who is responsible to implement and configure it.]

[**IMPORTANT**: The Customer MUST install AppExchange Apps, salesforce.com does not allow its employees to do so.]

The following table outlines the anticipated third-party systems and functionality that may be implemented and integrated with the Application [or the custom Mobile App] and the roles and responsibilities for each:

| System | Direction | Notes |
|---|---|---|
| | Implemented | Customer / Third-Party Vendor |
| | Selected | Customer / SFDC |
| | To Be Selected | Third-Party Vendor / SFDC |
| … | | |

Notwithstanding anything to the contrary: i) Customer acknowledges and agrees that the XXXX App Exchange Application is developed by a third party and anything related to the performance or functionality of such application is not the responsibility of SFDC; ii) SFDC shall only be responsible for the Professional Services pursuant to this SOW as set forth herein.

[**INSTRUCTION**: Update and edit as needed and delete the sections that do not apply.]

[**INSTRUCTION**: For AppExchange solution, the Customer must install and SFDC will help configure, integrate or leverage as needed. The highlighted text ONLY applies if SFDC is responsible for configuring the AppExchange solution]

Customer will be responsible for the actual installation of all AppExchange applications identified above into Customer's Application instance. <Once installed, SFDC will work with Customer to configure and customize the AppExchange application>. SFDC will configure the Application, including object configuration and required workflows, to facilitate the integration of installed AppExchange applications into the configured Application.

[**INSTRUCTION**: This section is relevant for third-party solutions that integrate with salesforce.com that SFDC will be responsible for configuring (e.g., Amazon EC2).  Complete the highlighted placeholder.]

SFDC will be responsible for implementing and configuring <specify and describe>.  SFDC will configure the Application, including object configuration and required workflows, to facilitate the integration of these third-party systems into the configured Application.

[**INSTRUCTIONS**:  For third-party solutions that integrate with salesforce.com that the customer or a third party will be responsible for configuring.  Complete the highlighted placeholder.]

Customer will be responsible for implementing and configuring <specify> to support the functionality set forth above.

OR SFDC will work with Customer to implement and configure the Application to support <describe functionality> set forth above.

[**INSTRUCTIONS**:  For third-party solutions that integrate only with mobile functionality.]

SFDC will implement the identified third-party mobile functionality and services into the Mobile App as set forth below.

[**INSTRUCTIONS**:  For all third-party applications]

### 1.2.2.1.  Third-Party Systems / System Integration Assumptions

- Professional Services will relate only to the Application side of third-party integrations.
- Customer is responsible for contracting with and licensing from third-party vendors, as well as all associated costs of the third-party systems identified above.
- Customer is responsible for acquisition and maintenance of all third-party applications including all related costs.

#### 1.2.3. Custom Mobile Functionality

[**INSTRUCTIONS**. Describe all requirements for designing, configuring, customizing and developing a mobile solution.

Make sure that if you are using this, "Mobile App" is appropriately defined at the beginning of the SOW.  Delete this section if not in scope.]

### 1.2.3.1.  Mobile Platform

SFDC will design, configure, develop and implement a custom stand-alone Mobile App with a user interface form factor design optimized for <a tablet/a smart phone/both tablet and smart phone usage >.    SFDC will utilize its mobile development accelerator platform to facilitate authentication, communication, data access, page layout rendering and bi-directional synchronization with the Application.

[**INSTRUCTIONS**:  Choose one technology.]

[iOS / Objective C]

The Mobile App will be developed with Objective C and will result in a fully native iOS application that will run on iOS devices such as the iPhone and iPad.

[Android]

The Mobile App will be developed with Java and will result in a fully native Android Mobile App that will run on Android devices such as the Google Nexus device.

[Platform Independent (Device Specific) / HTML 5]

The Mobile App will be developed with HTML 5 and a hybrid architecture, which will result in an app that is primarily platform independent, but can be compiled and deployed in a native container for a specific device.  This SOW assumes that Customer will be deploying the HTML 5 Mobile App

to <indicate devices>.  Deploying to other mobile platforms will require implementing the core HTML 5 Mobile App in a different native container and is out of scope for this SOW.

[**INSTRUCTIONS**:  Specify any exceptions to offline functionality.]

The Mobile App will support both offline and online usage with automatic two-way synchronization of data with the Application <with the exception of the following functionality…>.

### 1.2.3.2.  Mobile Functionality

SFDC will design, configure and develop the Mobile App to be composed of the following functionality:

[**INSTRUCTIONS**:  Add to or remove items from this list as required and update accordingly.]

[**NOTE**: The text provided below is boilerplate and <u>MUST</u> be updated with the specific requirements and scope of this SOW.]

- Home Screen & Navigation:  Provides both an initial landing screen and navigation structure to easily access Mobile App features.  This module will also display <specify displays, dashboard components or data drive navigation functionality>.
- Accounts & Contacts:  Provides users with the ability to view and update the Accounts and Contacts objects, including the Activity Tracking, Affiliated Accounts, Contract Membership and Local Targets and Priorities related lists.
- Order Entry:  Provides users with the ability to enter opportunities with multiple associated products.
- Call Reporting:  Provides users with the ability to create call and client interaction reports that feature automated capture and the tracking of the actual time and date of such capture.
- Field Service:  Provides users with the ability to view, update and create field service cases, including access to Application data.
- Sampling & Inventory Management:  Provides…
- Map Display and Route Scheduling:  Provides…*
- Integrated Chatter:  Provides seamless integration with a limited subset of Chatter functionality including status posting, commenting and feed viewing within the Mobile App.
- Signature Capture:  Provides functionality that will be utilized by <specify specific modules> to allow for direct-to-device signature capture and storage…<indicate if specific workflow is kicked off or associated with signature capture>
- Dashboards: <This is always custom and should be specific> Account Sales YTD, Territory Dashboard and New Account Dashboard>.
- <Other>:  Indicate other custom features

*The use of mapping functionality requires additional licensing from a third-party vendor such as Google and is not included in the Professional Services fees set forth in this SOW.*

### 1.2.3.3.  Native iOS Inter App Communication

[**INSTRUCTIONS**: Delete if not applicable.  Keep in mind that this functionality requires the other Apps to either register themselves with iOS or be able to pass an appropriately formatted URL string to the iOS.]

The custom Mobile App will provide the functionality to register itself with the iOS to allow the transmission of information to and from other installed applications via a defined structure URL.  SFDC will enable the following Inter App communication:

| App | Data | Communication | Notes |
|---|---|---|---|
|  |  | Passed To |  |
|  |  | Received From |  |
|  |  |  |  |

If mobile development for iOS:

Customer will be responsible for securing an Apple Enterprise Distribution Certificate prior to the commencement of the Professional Services.

### 1.2.3.4.  Mobile User Experience and Graphic Design

SFDC will work with Customer to establish a custom user interface ("UI") design concept and deliver design wireframes, comps and all needed graphic elements to facilitate the development of custom UIs (as defined in Section *User Experience and User Interface Design* below).

### 1.2.3.5.  Third-Party Modules and Functionality

[**INSTRUCTIONS**:  Add to or remove items from this list as required.  Delete if not applicable.]

The following mobile functionality will require Customer to license services and / or pre-built modules from third-party vendors:

- Third-Party Service
- Third-Party Module

*See Section *Third-Party Systems / Systems Integration* above for additional information.

### 1.2.3.6.  Mobile App Distribution

Distribution of iPad applications is governed by Apple.  The Mobile App must be digitally signed with Customer's Apple Certificate prior to being installed on Customer iPads.  SFDC will provide guidance around generating the Apple Certificate, but the Customer is responsible for securing and configuring an account from Apple.

Distribution options fall into two categories:

***Enterprise "In House" Distribution***

Enterprise "in house" distribution is used to distribute the Mobile App to internal employees and contractors. The application binary can be distributed using a Mobile Device Management (MDM) solution, via a web server or directly installed by the user or IT over USB.  Customer will be responsible for configuring the distribution mechanism and for any activities related to distributing the app to end-users.

***Apple App Store Distribution***

App Store distribution requires submission of the Mobile App to Apple for review.  This method is typically used when the Mobile App will be distributed to customers or partners.  While SFDC will make commercially reasonable efforts to comply with Apple guidelines, approval by Apple is not guaranteed by SFDC.  Submission of the Mobile App to Apple must be completed by Customer.

### 1.2.3.7.  Custom Mobile App Assumptions

- Customer will secure an Apple Enterprise Distribution Certificate before commencement of the Professional Services.

### 1.2.4. Communities and Sites Functionality

[**INSTRUCTIONS**. Describe the requirements for all external facing pages and functionality utilizing Communities and/or Sites.  Define the entire scope for all external pages and functionality and then simply reference those that will be developed with Visualforce or Apex in the Custom Portal Development sub section. Delete this section if not in scope.]

SFDC will design, configure, develop and implement externally facing functionality utilizing <Sites/Customer Portal/Partner Portal> to <specify objective of sites/portal functionality including target audience>.

SFDC will design, configure, develop and implement externally facing functionality utilizing <Sites/Customer Communities/Partner Communities> to <specify objective of sites / communities functionality, including target audience>.

### 1.2.4.1.  Communities Functionality

The scope of the <sites / communities> deployment will be composed of the following pages and functionality:

- Home Page
- Page / Feature 1
- Page / Feature 2
- Page / Feature n

### 1.2.4.2.  Custom Communities Development

The following Visualforce custom user interface pages are anticipated:

- Home Page
- Page 1
- Page 2
- Page n

All other <sites / communities> functionality will be configured and implemented utilizing standard Application configuration and page layouts.

### 1.2.4.3.  Communities User Experience and Interface Design

SFDC will work with Customer to establish a custom user interface ("UI") design concept and deliver design wireframes, comps and all needed graphic elements to facilitate the development of custom UIs (as defined in Section *User Experience and User Interface Design* below).

### 1.2.4.4. Communities and Sites Assumptions

- SFDC will set up <number (X)> communities.
- For each community, the following will be configured, using out-of-the-box configuration (i.e. no code):

  - Members
  - Tabs and Pages
  - Branding: Header, footer and colors
  - Login Page
  - Email settings
  - Flagging and Private Messaging settings

- Custom user interface design for Communities is out of scope.  Solution will leverage out-of-the-box User Interface configuration only.

#### 1.2.5. User Experience and User Interface Design

[INSTRUCTIONS. This section applies to all mobile development as well as any custom user experience creation, including most communities / sites deployments.  It can also apply to some standard custom development. In other words, this section is required for any project with XD resources.  Remove if not applicable.]

SFDC will work with Customer to establish a design concept and deliver design wireframes, comps and all needed graphic elements to facilitate the development of custom user interfaces for the <Custom Mobile, Communities, Sites and /or Custom Force.com> functionality set forth above.

### 1.2.5.1. Experience Design (XD) Engagement Management

SFDC will conduct a series of Customer meetings and interactions to determine the appropriate set of XD tasks and deliverables for this engagement. These deliverables may represent the entire scope of the engagement or only the portions related to the execution of the Experience Design (XD) effort within the larger development effort.

### 1.2.5.2. Experience Strategy (XS)

[INSTRUCTIONS. This section applies if Experience Strategy is in scope (as indicated in the Scoping Workbook).  If Experience Strategy is in scope, keep only the type that is specified in the Scoping Workbook.   Delete if not in scope. Please also note, some of these tasks can be completed by UX and/or in heavy collaboration across the XD team between XS, UX and UI.]

SFDC will conduct customer experience research to understand, define and quantify specific Customer requirements and needs.  XS Research may include one or more of the following, as dictated by the needs and complexity of the engagement:

- Stakeholder Interviews
- Competitive Analysis
- Customer Research
- Secondary Research
- XD Evaluation and Assessments
- Experience Models
- Strategy summary read out / co-creation workshop facilitation

### 1.2.5.3. User Experience (UX)

Through a series of meetings, collaborative workshops and periods of focused team work time, SFDC will produce XD deliverables, as set forth in Appendix 1.  These deliverables will translate business goals, objectives and requirements into a tangible framework for the development of a custom user experience.  They will articulate what experience components and functions will be required to successfully deliver the desired experience.

The UX deliverables may include one or more of the following, as dictated by the needs and complexity of the engagement:

- Design Review Sessions
- Experience Brief
- UX Interaction Flows (Sitemap)
- UX Conceptual Wireframes
- UX Pattern Library

- Detailed / Annotated Wireframes
- User Experience Usability Testing
- Proof-of-Concept Clickable Prototype

Customer may be asked to participate in tasks and activities associated with each of these deliverables and will be asked to review and approve each deliverable.

### 1.2.5.4.  User Interface (UI) Design

Through a series of meetings, collaborative workshops and periods of focused team work time, SFDC will produce certain UI design deliverables, as set forth and further detailed in Appendix 1.  UI design deliverables are intended to represent the desired look and feel of the end-user customer experience and to translate the essential elements of Customer's brands to the digital experience elements that shape the end experience.

The UI design deliverables may include one or more of the following, as dictated by the needs and complexity of the engagement:

- Design Review Sessions
- Experience Brief
- UI Mood Boards
- UI Concepts
- Detailed User Interface Design Comps
- Proof-of-Concept Clickable Prototype
- UI Style Guide

Customer may be asked to participate in tasks and activities required to complete each of these deliverables and will be asked to review and approve each of them.

### 1.2.5.5.  XD Assumptions

INSTRUCTIONS: Delete items not in scope]

- In each Iteration the XD scope will be validated between Customer and SFDC through formal checkpoints and signoff as depicted in the plan.
- Customer will assign a single stakeholder responsible for sign-off on XD activities, tasks and deliverables, including UX and UI artifacts.
- Customer will provide SFDC access to any relevant background materials including but not limited to end user materials, surveys, reports, branding guidelines, etc.
- Customer is responsible for identifying stakeholders and collaborating on scheduling stakeholder interviews.
- Customer will be responsible for identifying, screening and recruiting participants for user research during the Plan stage.  SFDC will support the recruiting process as appropriate to ensure Customer has the details necessary to successfully complete recruiting.  Should Customer desire SFDC to be responsible for identification and recruiting, additional effort and funding will be needed, and in such an event a fully executed Change Order will be required to accommodate this.
- This SOW assumes approximately <number (n)> user interviews, in <number (n)> primary locations.  Interviews are expected to run <number (n)> hours each.
- User Research activities are time boxed to <number (n)> days; if more participants are desired or if Customer cannot schedule the sessions to take place within the time boxed period then the estimated level of effort and timeline may change, and in such an event a Change Order will be required to accommodate this.
- Customer will be responsible for identifying and recruiting participants for user usability testing.  SFDC will support the recruiting process as appropriate to ensure Customer has the details necessary to successfully complete recruiting.  Should Customer desire SFDC to be responsible for identification and recruiting, additional effort and funding will be needed, and in such an event a fully executed Change Order will be required to accommodate this.
- Up to <number (n)> sessions will be conducted for usability testing.
- Up to <number (n)> mood boards will be created with two (2) reviews and refinement cycles.
- Customer reviews for all documentation have been time boxed to <number (n)> days, with the exception of choosing a visual direction, which has been time boxed to <number (n)> days.
- Unless otherwise mutually agreed, Customer will provide feedback within 10 working days of receiving XD deliverables.
- When reviews are scheduled for XD deliverables, key Customer personnel will be available and in attendance.
- This SOW assumes <number (n)> review / revision cycles on all XD deliverables, except where otherwise noted.
- In the event that specific fonts, visual assets or stock photography is required by Customer in order for SFDC to deliver the Professional Services, Customer will provide, purchase and continue to maintain such items.  Any costs incurred by SFDC related to acquisition or use of such items will be reimbursed by Customer to SFDC.

### 1.2.6. Data Integration

[**INSTRUCTIONS**. Identify and describe all requirements for external system integrations.  This section should summarize the data from the Integration tab of the CWB and include the System being integrated with the type of data or a description of the data, the direction (including initiating system for web service integrations), the integration approach and any other information or assumptions.  Delete section if not in scope.]

[**OPTIONAL**.  Instead of filling out the table below, delete it and paste in the table from the Integration Display tab in the CWB.  Note, make sure the comments column is complete and customer facing.]

SFDC will work with Customer to implement the following point-to-point data integrations:

| System | Type of Data | Direction | Approach | Notes |
|---|---|---|---|---|
| | | Inbound to Application | ETL | |
| | | Outbound from Application | ETL | |
| | | Bi-Directional | ETL | |
| | | Call Out From Application | Web Service | |
| | | Exposed | Web Service | |
| | | | | |
| | | | | |

### 1.2.6.1.  ETL Integrations

[**INSTRUCTIONS**. Delete this sub section if all integrations are web service based.]

All ETL integrations will be point to point between either ASCII text files, an Operational Data Store (ODS), staging database or data warehouse and not directly with the source transactional systems.  Customer will be responsible for integrating data to and from the text files, ODS, staging database, or data warehouse and the source transactional system.

[**INSTRUCTIONS**.  Select one of the two options and update/remove the following statements based on the proposed Integration approach.]

[Option 1]

All integrations will be implemented utilizing Customer's standard ETL platform <insert ETL product here (e.g., Cast Iron, Informatica, Business Objects)>.

 [Option 2]

All integrations will be implemented utilizing an ETL tool such as Informatica On Demand, Boomi.com or salesforce.com's Data Loader.  SFDC will work with Customer to identify an appropriate ETL tool based on known integration needs.  Additional fees for ETL tools, such as Informatica On Demand and Boomi, are not included in SFDC's Professional Services Fees estimate set forth herein.

### 1.2.6.2.  Web Service Integrations

[**INSTRUCTIONS**. Delete this sub section if all integrations are ETL based.]

SFDC will develop and implement all Application based web services and provide Customer with a standard WSDL to consume and call.  Customer will be responsible for all calls from external systems to the exposed Application web service.

For external web services that are called from the Application, Customer will be responsible for creating, implementing and exposing a standard WSDL to be consumed and called from the Application.

### 1.2.6.3.  Data Integration Assumptions

- Customer is responsible for providing appropriately skilled resources to assist in the development of the in-scope integrations throughout the duration of this SOW.
- Customer is responsible for providing appropriately skilled resources to assist in the development of the Technical Architecture and Integration Specifications throughout the duration of this SOW.
- Customer is solely responsible for all third-party relationships and procurement related to integration processes or the implementation of third-party integration tools.  SFDC does not recommend or warrant third-party products or services.
- Customer will ensure that third-party integration tools and related infrastructure are in place within reasonable timeframes required to complete the Professional Services.
- Customer will supply data structure / file structure requirements for external systems prior to start of coding.  Delays in supplying these requirements may delay development of integrations.

- Customer is responsible for maintaining at least one Application user license for the integration user.
- Customer is responsible for all training and communications to Customer users on key areas impacted or altered by the integrations, as well as enforcement of processes and practices mutually understood as required for the integrations to function as designed.
- Customer will provide SFDC with the necessary access to the data sources being integrated and any required end points necessary for the integrations.
- For integrations outbound from the Application, Customer is responsible for all integration tasks after the files are created and pushed to the defined end points.
- Customer will make web service calls available in test environments as needed for inclusion in development Iterations.

[**INSTRUCTIONS**:  The next three sections are mutually exclusive.  In other words, you can only have one of the following:  A) Data Migration Analysis & Specification Only, B) Data Migration Consultative Services or C) Data Migration.]

[**NOTE**: Data Migration MUST be customized and reviewed; some sections may or may not apply to your project.]

### 1.2.7. Data Migration - Data Migration Analysis and Specification Only

[**NOTE**: This section is mutually exclusive with *Data Migration Consultative Services* and *Data Migration* below.]

SFDC will work with Customer to analyze data migration requirements and plan the tasks and effort necessary for the migration of legacy data.  The actual migration of legacy data is not in scope and will be addressed as a Change Order or separate statement of work if assistance from SFDC is necessary.

#### 1.2.7.1.  Data Migration – Data Migration Analysis and Specification Only Assumptions

- Customer is responsible for providing appropriately skilled resources to assist in the development of the technical architecture and migration specifications throughout the duration of this SOW.
- Customer is responsible for providing appropriately skilled resources to develop the in-scope migrations.
- Customer is solely responsible for all third-party relationships and procurement related to migration processes or the implementation of third-party migration tools.  SFDC does not recommend or warrant third-party products or services.
- Customer will ensure that third-party integration tools and related infrastructure are in place within reasonable timeframes required to complete the Professional Services.
- Customer is responsible for all training and communications to Customer users on key areas impacted or altered by the migrations, as well as enforcement of processes and practices mutually understood as required for the migrations to function as designed.
- Customer will provide SFDC with the necessary access to the data sources being integrated and any required end points necessary for the migrations.

### 1.2.8. Data Migration - Data Migration Consultative Services

[**NOTE**: This section is mutually exclusive with *Data Migration Analysis and Specification Only* above and *Data Migration* below.]

Customer acknowledges that it will undertake the task of migrating legacy data to the Application instance and that the timely and accurate completion of this task is critical to the success of the Professional Services.  To support Customer's efforts, SFDC will provide up to <number (n)> day(s) of advice and assistance to Customer regarding data migration best practices and Customer's plans for the migration of legacy data and will assist Customer's resources in the data mapping, cleansing and migration effort.

### 1.2.8.1. Data Migration Consultative Services Assumptions

- Customer is responsible for providing appropriately skilled resources to assist in the development of the technical architecture and migration specifications throughout the duration of this SOW.
- Customer is responsible for providing appropriately skilled resources to develop the in-scope migrations.
- Customer is solely responsible for all third-party relationships and procurement related to migration processes or the implementation of third-party migration tools.  SFDC does not recommend or warrant third-party products or services.
- Customer will ensure that third-party integration tools and related infrastructure are in place within reasonable timeframes required to complete the Professional Services.
- Customer will supply data structure / file structure requirements for external systems prior to start of coding.  Delays in supplying these requirements may delay development of migrations.
- Customer is responsible for maintaining at least one Application user license for the migration user.
- Customer is responsible for all training and communications to Customer users on key areas impacted or altered by the migrations, as well as enforcement of processes and practices mutually understood as required for the migrations to function as designed.
- Customer will provide SFDC with the necessary access to the data sources being integrated and any required end points necessary for the migrations.
- Customer will make web service calls available in test environments as needed for inclusion in development Iterations.

#### 1.2.9. Data Migration

[**NOTE**: This section is mutually exclusive with *Data Migration Analysis and Specification Only* and *Data Migration Consultative Services* above.]

Data Migration covers the tasks and deliverables associated with the initial one-time conversion, verification and loading of legacy data from an external Customer or third-party data store into the Application prior to Go Live.

SFDC will work with Customer to identify, specify and migrate existing legacy data into Customer's Application instance.  Unless expressly set forth below, data cleansing or de-duping is not in scope for the data migration Professional Services and Customer acknowledges that it will be responsible for these tasks.

The data migration process will be composed of two (2) data loads. The first will allow Customer to review and verify the integrity of the data in the Application, as well as provide data to assist in the Quality Assurance and User Acceptance Testing.  The second will load the data prior to the production rollout.

Customer will provide to SFDC the data to be migrated in delimited CSV formatted files based on mutually agreed file specifications or in data templates.  SFDC will provide the necessary file specifications and data templates.

SFDC will map, script and bulk load import the following data into the following specific Application data objects:

[**INSTRUCTIONS**: List the data feeds and associated Salesforce objects to be populated from the data migration including any proposed custom objects.]

- Data Feed 1 - Object 1
- Data Feed 2 - Object 2
- Data Feed n - Object n

### 1.2.9.1. Data Migration Assumptions

- Customer is responsible for providing appropriately skilled resources to assist in the development of the technical architecture and migration specifications throughout the duration of this SOW.

- Customer is responsible for providing appropriately skilled resources to assist in the development of the in-scope migrations throughout the duration of this Project.
- Customer is solely responsible for all third-party relationships and procurement related to migration processes or the implementation of third-party migration tools.  SFDC does not recommend or warrant third-party products or services.
- Customer will ensure that third-party integration tools and related infrastructure are in place within reasonable timeframes required to complete the Professional Services.
- Customer will supply data structure / file structure requirements for external systems prior to start of coding.  Delays in supplying these requirements may delay development of migrations.
- Customer is responsible for maintaining at least one Application user license for the migration user.
- Customer will provide SFDC with the necessary access to the data sources being integrated and any required end points necessary for the migrations.
- Customer will make web service calls available in test environments as needed for inclusion in development tlations.

### 1.2.10.  Data Migration - Data Cleansing and De-duping

[**INSTRUCTIONS**: This section only applies if Data Migration is in scope **and** cleansing and de-duping are part of that

effort.  Provide specific detail and parameters for data cleaning and/or de-duping that is in scope, otherwise delete this

sub section, as well as related assumptions.  If cleansing and de-duplication is not in scope, include as an out of

scope bullet; otherwise remove the related out of scope bullet in that section below.]

SFDC will work with Customer to perform the following data cleansing and de-duplication on legacy data prior to

migrating it to the new Application instance: <specify all data cleansing and de-duplication tasks including the use of

any third-party tools>.

### 1.2.11.  Application Client Extension Module

[**INSTRUCTIONS**: Summarize the requirements for each of the Client Extension modules to be implemented and

configured and remove the ones that are not in scope. If there are no Client Extension Modules, delete this section. ]

[**NOTE**:  Each of the following items requires advisory-only services (to be delivered by Strategic Projects, not

Advisory Services), set-up and optionally additional training services from SFDC and installation and ownership by the

customer (see Training section for additional scope details)]

#### 1.2.11.1. Salesforce Mobile

SFDC shall configure and implement the Application <specify which version:  standard mobile client/mobile lite client> for <specify the target platform(s): Black Berry, iPhone and /or Windows Mobile> to allow Customer to:

- Mobile Feature/Object 1
- Mobile Feature/Object 2
- Mobile Feature/Object n

#### 1.2.11.2. Salesforce for Outlook

SFDC shall configure Salesforce for Outlook and provide consultative assistance to Customer for desktop deployment.  This module is only available with the installed Outlook client and is not compatible with Outlook Web Access functionality.

### 1.2.12.  Computer Telephony Integration ("CTI")

[**INSTRUCTIONS**. Identify and describe all requirements for CTI Integration.  Specifically, based on the Scoping

Workbook, indicate the number of unique switches that will be configured and the number of call center sites to be

implemented and define the CTI-based functionality.  Delete section if not in scope.]

Customer is responsible for the installation and configuration of all telephony system functionality needed to support

CTI integration with the Application.

SFDC will work with Customer to integrate the Application with Customer's telephony system.  SFDC will integrate the

Application with one (1) unique CTI configuration(s) and with one (1) call center location(s).  SFDC will further

configure call center records and directory, as well as an integration with the Customer-installed Soft Phone.

Integration work with specific PBX vendor equipment will require PBX vendor integration services.  The cost of these

services is not included in SFDC's Professional Services fees estimate set forth herein.

### 1.2.12.1. CTI Assumptions

- Customer is responsible for the installation and configuration of all telephony system infrastructure needed to support CTI integration with the Application.
- SFDC will work with Customer to integrate the Application with Customer's telephony system.  SFDC will integrate the Application with unique CTI configurations.  SFDC will further configure call center records and directory, as well as integration with the Customer-installed Soft Phone.
- SFDC is only responsible for CTI configurations available in the Application admin setup wizard.  This is composed of:
    - Configuration of call center record and directories.
    - Configuration of Application soft phone.
    - Inbound calling with contact screen pop integrated into Service Cloud Console.
    - Outbound click to dial dialing from either a specific record or a Campaign list integrated into the Service Cloud Console.
- Integration work with specific PBX vendor equipment is the responsibility of Customer.

#### 1.2.13.  SteelBrick CPQ and SteelBrick Billing Functionality

**INSTRUCTIONS**:  If SteelBrick functionality is not being implemented, this section can be removed. If SteelBrick

functionality is being implemented, this section should be customized based on the specific scope.

**SteelBrick Scope.** All functionality included in scope uses SteelBrick CPQ and SteelBrick Billing standard

functionality or is a customization listed below and is based on a single currency.  Any work not specifically set forth as

Professional Services within this SOW is out of scope of this SOW, including any functional requirements deemed

non-standard, including without limitation, data migration, data cleansing and de-duplication.

The following table specifies the scope of the SteelBrick implementation:

| Category | Responsibility | Description |
|---|---|---|
| Project Governance | SFDC | - Project management of up to X[1] hours per week including a project plan with milestone dates and one weekly status meeting, a weekly status report and and a periodic steering committee meeting. |

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[1] Insert number of project manager hours from scoping sheet

| Category | Responsibility | Description |
|---|---|---|
| Package Installation & Upgrades | SFDC | • SFDC will install one (1) instance of the SteelBrick CPQ package and setup User Profile security with up to ten (10) profiles.<br>• SFDC will lead up to six (6) orientation workshops (via web conference) each focusing on each of the major areas of the system such as products, bundles and quote templates. Actual content of the workshop to be jointly determined at the kick-off. |
|  | Customer | • Customer will be an active participant in the sessions and gather all pertinent information for the sessions.<br>• Customer will install any subsequent upgrades. |
| Product Catalog | SFDC | • SFDC will provide guidance to Customer on how to load products into the product catalog.<br>• SFDC will provide guidance to Customer on how to set up and configure the initial <number (X)> products.<br>• SFDC will load the initial <number (X)> products<br>• SFDC will provide assistance to Customer to configure an additional <number (X)> products. This assistance is limited to reviewing a sample of the products added and configured by Customer in the Data Prep Workbook. |
|  | Customer | • Customer will collect all necessary product data and format it into the structure provided by SFDC for all remaining products.<br>• Customer will validate all data.<br>• Customer will load all remaining products. |
| Configuration Engine | SFDC | • SFDC will provide guidance on how to populate the SteelBrick Data Prep Workbook with bundle data specific to SteelBrick CPQ logic and behavior.<br>• SFDC will configure and load the initial <number (X)> bundles with the following assumptions:<br>  o Up to <number (X)> Product Features per bundle<br>  o Up to <number (X)> Product Options per bundle<br>• SFDC will configure and load the following:<br>  o Up to <number (X)> validation rules across all bundles<br>  o Up to <number (X)> selection rules across all bundles<br>  o Up to <number (X)> Option Constraints<br>  o Up to <number (X)> prior purchase constraints across all bundles<br>  o Up to <number (X)> Configuration Attributes across all bundles<br>• SFDC will provide assistance to Customer with configuration of <number (X)> additional bundles. It is assumed that these additional bundles have a similar structure as those configured by SFDC. This assistance is limited to reviewing a sample of the product features and product options added and configured by Customer in the Data Prep Workbook.<br>• SFDC will provide assistance to Customer with configuration of product rules, if applicable, for the same additional bundles. This assistance is limited to reviewing a sample of the data entered in the Data Prep Workbook. |
|  | Customer | • Customer will collect all necessary configuration data and format it into the data structures provided by SFDC for the initial <number (X)> bundles.<br>• Customer will implement all remaining bundles. |
| Guided Selling & Custom Actions | SFDC | • SFDC will provide guidance to Customer on how to configure up to <number (X)> guided selling processes with up to <number (X)> questions each.<br>• SFDC will provide guidance to Customer on how to configure up to <number (X)> custom actions with up to <number (X)> filters each. |

| Category | Responsibility | Description |
|---|---|---|
| | Customer | <ul><li>Customer will collect all necessary data to configure the remaining guided selling questions and/or custom actions and associated search filters.</li><li>Customer will configure any remaining guided selling questions and/or custom actions and associated search filters.</li></ul> |
| Pricing | SFDC | <ul><li>SFDC will configure the following:<ul><li>&lt;number (X)&gt; block price tiers</li><li>&lt;number (X)&gt; volume-based discount schedule tiers</li><li>&lt;number (X)&gt; term-based discount schedule tiers</li></ul></li><li>Line item total price is unit price x quantity for non-subscription products and unit price x quantity times prorated term for subscription products.</li><li>SFDC will load up to one (1) set of prices into up to one (1) pricebook and up to one (1) currency for products in scope as defined in section 'Product Catalog'</li><li>SFDC will configure up to &lt;number (X)&gt; price rules for custom price calculations or adjustments to quote line data.</li><li>[Add details about any specific use case to be implemented by SFDC].</li></ul> |
| | Customer | <ul><li>Customer will be responsible for implementing the setup of any additional pricing requirements.</li><li>Customer will be responsible for any additional pricebooks and/or currencies.</li></ul> |
| Approval Process | SFDC | <ul><li>SFDC will set up the following :<ul><li>One (1) approval process(es) using standard SFDC functionality.</li></ul></li><li>Up to three (3) steps</li><li>All approvers are hierarchical<ul><li>One (1) approval process for auto-approval of quotes not requiring any approval.</li></ul></li><li>All quotes will be submitted for approval.</li><li>Quotes that do not require approval will be automatically approved.</li><li>Special handling of the quote state based on its approval status is not included in the scope of this SOW.</li><li>SFDC will create up to &lt;number (X)&gt; HTML or Text email templates.</li><li>Quote line details are not available in a standard HTML or Text email template and are therefore out of scope of this SOW.</li></ul> |
| | Customer | <ul><li>Customer is responsible for any approval process functionality required beyond the initial implementation.</li></ul> |
| Output Document | SFDC | <ul><li>SFDC will implement &lt;number (X)&gt; quote templates in English in PDF format.  The quote template will have the following structure:<ul><li>Quote top - containing customer and company information.</li><li>Quote line  - containing up to eight (8) columns in the form of a table.</li><li>Terms and conditions  - using the SteelBrick CPQ quote terms object.</li><li>Quote bottom - containing a signature block.</li></ul></li><li>SFDC will configure up to &lt;number (X)&gt; Quote Terms with up to &lt;number (X)&gt; Term and Conditions each.</li></ul> |
| | Customer | <ul><li>Customer will be responsible for creating any additional quote templates.</li></ul> |
| e-Signature | SFDC | <ul><li>SFDC will install and configure the [Select applicable package] DocuSign for SteelBrick|EchoSign for SteelBrick package</li><li>SFDC will configure up to &lt;number (X)&gt; DocuSign Tags objects.</li></ul> |
| | Customer | <ul><li>Customer will be responsible for creating any additional tags to existing of future quote templates.</li></ul> |

| Category | Responsibility | Description |
|---|---|---|
| Renewals | SFDC | • Standard SteelBrick CPQ subscriptions and renewals process, Subscription object, Asset and Contract objects will be used.<br>• Standard SteelBrick CPQ contract amendment functionality will be used for add-on sales. |
| | Customer | • Customer will be responsible for migrating legacy data into the standard Contract object, standard Asset object and managed Subscription object. |
| Testing | SFDC | • SFDC will provide assistance during User Acceptance Testing (UAT) within the scope of the SOW. |
| | Customer | • Customer is responsible for all functional and regression testing. |
| Administrator Orientation | SFDC | • SFDC will provide up to <number (X)> hours of SteelBrick CPQ and SteelBrick Billing administrator orientation upon deployment into production and review high level setup in major areas of the application. |
| | Customer | • Customer is responsible for ensuring that the administrator is trained in SteelBrick CPQ and participates in the implementation of this project in order to make the knowledge transfer time effective. |
| Deployment & Go Live | SFDC | • Upon user acceptance testing sign-off, SFDC will support Customer with one migration of the implemented solution from the sandbox to the production environment. |
| | Customer | • Customer is responsible for all testing in the production environment once migration is completed. |
| Data Cleansing & Formatting | Customer | • Customer will be responsible for all data cleansing activities.<br>• Customer will be responsible for preparing all the data in the format expected by SFDC and submitting it to SFDC for review. SFDC will perform review of the data and provide feedback. |

### 1.2.13.1. SteelBrick Calculator Plugin Functionality

**INSTRUCTIONS:** If this customization is not part of the scope, remove this section

[Insert introductory paragraph/sentence describing the use case and why the customization is required]. The below examples are only examples of what customization descriptions and requirements might look like.  This section must be edited based on the scope.

SFDC will implement a calculator plug-in for data collection and subscription products including the following functionality:

- The ability for sales reps to select the quantity of the product, which will be multiplied by the price amount associated with that quantity.
- The ability for sales reps to select the frequency of how often the data will be updated.  There are six (6) frequency options and each frequency value is associated with a specific amount.
- The ability for sales reps to select which sites will be monitored.  There are six (6) options and each option is associated with a specific pricing calculation using the previously selected product quantity.  Three (3) of the options will have the ability for sales reps to manually enter the quantity of sites monitored.
- SFDC will implement one (1) price rule for data archiving.  Users will choose from four (4) options and based on the selection, the total price of the site coverage section will be multiplied by an associated variable.

#### 1.2.14. [Select one:  Data.com Data Assessment or Acxiom Data Assessment]

**INSTRUCTIONS**:  If neither Data.com nor Acxiom functionality is in scope, this section should be removed.  If either

Data.com or Acxiom functionality is being used, this section should remain unchanged, unless additional services are

in scope.]

**No Data Assessment Warranty.** Except as expressly provided herein, the [Select one: Data.com or Acxiom] data

assessment is provided "As-is," without any warranty of any kind, whether express, implied, statutory or otherwise and

SFDC and SFDC's licensors specifically disclaim all implied warranties, including any warranties of merchantability,

fitness for a particular purpose and non-infringement, to the maximum extent permitted by applicable law.  Neither

SFDC nor SFDC's licensors warrant the comprehensiveness, correctness or accuracy of any data assessment results or that the data assessment will be uninterrupted, current or error free.  SFDC and SFDC's licensors make no warranty whatsoever about the legality of the data assessment.  Customer assumes all responsibility and risk for Customer's use of the data assessment.

### 1.2.14.1. [Select one:  Data.com DUNS Account Functionality or Acxiom Functionality]

[INSTRUCTIONS:  If neither Data.com DUNS Account Functionality nor Acxiom functionality is being used, this section should be removed.  If either Data.com DUNS Account Functionality or Acxiom Functionality is being used, this section should remain unchanged.]

As part of this SOW, Customer authorizes SFDC to send Customer's business contact and account data ("**Business Contact Data**") to Dun and Bradstreet, Inc. ("**D&B**") or Acxiom Corporation ("**Acxiom**") for the purposes of evaluating the potential benefits of [Select one:  D&B's DUNSRight service or the Acxiom data assessment service] and for determining quality and correctness of the Business Contact Data ("**Data Assessment**"). SFDC disclaims all liability and indemnification obligations with respect to any actions, harm or damages caused by [Select one:  D&B or Acxiom]. [Insert only if using Acxiom functionality:  Customer agrees that any analysis or reports provided to Customer as a result of the Data Assessment ("Reports") shall be used for purposes of its own internal evaluation only and that Customer will not sell or otherwise distribute the Reports to any third party.]

| Category | Customer Responsibilities |
|---|---|
| Matching & Enrichment | Customer acknowledges and agrees Consultant will perform the data assessment, matching and enrichment services using a Salesforce controlled Org ("Project Org"), leveraging [Select one:  D&B DUNSRight or Acxiom] and that enriched data cannot be provided back to the Customer beyond aggregated analysis results unless customer separately licenses the data assessment service from [Select one:  Data.com or Acxiom] within 30 days following completion of the data assessment.  Otherwise, cleansed data will not be accessible by Customer. |
| Matching & Enrichment | The Project Org used for this engagement will be provisioned by Consultant for use with this engagement only and will expire 30 days after completion of the data assessment. |
| Matching & Enrichment | It is Customer's responsibility to ensure necessary permissions are obtained for Customer Business Contact Data to be imported into the Project Org that will be controlled by the Consultant. |
| Matching & Enrichment | Customer will provide a detailed walkthrough of the current state customer data model for each applicable data source, and data capture processes. |
| Matching & Enrichment | Customer will provide an extract of its source system Business Contact Data in a CSV format for the following fields:<br>Source Name<br>Source Account ID<br>Name<br>Phone Number(s) - Up to 2 per Account ID<br>Address(es): Line 1, line 2, city, state/providence, country, postal code - Up to 2 per Account ID<br>Account record type (If Salesforce source, or equivalent)<br>Active/inactive indicator<br>Up to three (number of transactions in source system, transaction type, e.g. Order, Shipment, Contact, Case)<br>Parent ID (if it exists)<br>Other attributes (as explicitly discussed and agreed by both parties)<br><br>The above should not include any sensitive transactional data |
| Matching & Enrichment | Customer will provide an extract of its source system Person-related data (from SFDC Contact, Lead, Marketing SW.) in a CSV format for the following fields:<br>Record ID<br>Name (First Name, Last Name, Middle Name or Initial, Suffix, Other)<br>Phone Number(s)<br>Address(es): Line 1, line 2, city, state/providence, country, postal code<br>Email(s)<br>Record type |

| |
|---|
| Active/inactive indicator<br>Up to three transactions in source system by transaction type, e.g. Order, Shipment, Contact, Case |

### 1.2.15.    Marketing Cloud Functionality

[INSTRUCTIONS:  If Marketing Cloud functionality is not in scope, remove this section.  If MC components are in scope, populate Appendix 4 with the MC standard language library sections that align with the expected scope.

SFDC will design, specify, develop and configure the Marketing Cloud functionality as detailed in Appendix 4:

Marketing Cloud Components.

## 1.3. Additional Services Scope

The following additional services are anticipated in addition to delivery of the configured Application functionality outlined in section 1.2.

### 1.3.1. Change Management Services

[INSTRUCTIONS:  Remove if there is no specific budget for Change Management Services.  Update and edit as needed.  Note that some services, such as Adoption Coaching and Refresher Training Sessions (which are part of the training budget), are not included by default with CM services.  If the Customer is to be responsible for all or part of Change Management Scope, identify what is in scope for Customer and what is in scope for SFDC.]

SFDC will provide <number (n)> days of change management Professional Services to Customer to develop and

execute a customized change management strategy and plan to facilitate the deployment and end user adoption of

the configured Application.  The change management Professional Services will be composed of:

- Stakeholder management to identify and engage appropriate stakeholders during the performance of the Professional Services.
- Development and execution of a communication plan to set expectations, communicate the business case for the configured Application, explain the benefits of the configured Application to end-users, and drive awareness and support of it.
- Adoption activities to build and sustain adoption throughout the course of this SOW.
- Deliverables as outlined in Appendix 1.

Change management activities will include the following:

- Change management strategy creation
- Stakeholder assessment
- Communication planning
- Stakeholder engagement planning
- Organizational impact assessment
- Change readiness assessment

### 1.3.1.1.   Change Management Services Assumptions

[INSTRUCTIONS: Add additional assumptions regarding scope of services provided by Customer and by SFDC Services]

- Customer will reproduce and distribute communications.
- Customer will provide timely review of change management deliverables.
- Customer will be responsible for any language translations of change management deliverables.

### 1.3.2. End User Curriculum Development and Training

[INSTRUCTIONS:  Customize based on the specifics of your opportunity.  For example, who will the training be

delivered to and how many people / end user groups.  Delete Sections that don't apply and add specific scope metrics

(e.g., number of Roles, days of training).  However, if there is no training at all, remove this section and in the out of

scope section, add a bullet point there.]

 [**NOTE**: Some are mutually exclusive (e.g., End User Curriculum Development and End User Curriculum

Development with Lead Guides).]

The end user curriculum development and training Professional Services will be composed of the following content /

activities:

- End User Training Plan
- End User Curriculum Development.
- Train-the-Trainer Training
- Instructor Led, End User Classroom Training.

- Adoption Coaching and Post Training Follow-up.

The scope of the end user curriculum development and training will be composed of:

- <n> Distinct Training Courses addressing <n> User Roles.
- <n> Job Aids / Quick Reference Guides.
- <n> Training Recordings / Training Demos (1-3 minutes in duration)
- <n> days of Train-the-Trainer Training with preparation for up to fifteen (15) of Customer's identified trainers.
                   <<<NOTE: Use 15 (customer) trainers per 3 day TTT session >>>
- <n> days of Instructor Led Training Classes with preparation.
- <n> days of Post Training Support, Follow-up and Adoption Coaching.

### 1.3.2.1. End User Curriculum Development and Training Assumptions

- Customer will provide subject matter experts, super users and trainers as required to complete courseware reviews, identify specific exercise scenarios and support data identification.
- Customer will deliver end user training and will provide timely identification and onboarding of resources who will serve as trainers (assumes that SFDC does Train-the-Trainer, not end user training).
- All end user training sessions will be conducted using a Train-the-Trainer approach.
- Customer will administer all training logistics and related compliance activities, inclusive of enrollment / registration, attendance tracking and reporting.
- Customer will reproduce and distribute materials and courseware components.
- Customer will provide training facilities and equipment, including training rooms, hardware, network access, audio-visual equipment and classroom supplies necessary for SFDC to perform the Professional Services.
- Customer will be responsible for any required language translations of training materials.

### 1.3.3. Environment Management

[**INSTRUCTIONS**:  Select which type of environment configuration will be utilized.]

[**NOTE**:  If the project plan calls for multiple production releases this should be specified as well.]

<Environment Management Option 1:  Single Environment>

All development, testing and end-user training will be conducted in Customer's production Application environment.

<Environment Management Option 2: Combined Development & QA Sandbox >

SFDC will utilize Customer's full Application sandbox environment for development and testing.  SFDC will migrate all

changes and enhancements from the sandbox environment to production prior to going live.

(Include if test automation is in scope, remove if not.)

SFDC will stage temporary test automation data within the full Application sandbox environment.  SFDC and Customer will agree to measures necessary to identify and protect this data prior to start of the Construct stage.  All test data will be removed prior to the go-live date.

<Environment Management Option 3: Separate Development & QA Sandboxes >

SFDC will utilize separate sandbox environments for development and testing.  SFDC will migrate all changes and enhancements from the development sandbox to the testing environment as needed throughout the performance of the Professional Services.  In addition, SFDC will migrate all changes and enhancements from the sandbox environment to production prior to going live.

(Include if test automation is in scope, remove if not.)

SFDC will stage temporary test automation data within the development environment(s).  When migrating changes to the testing environment this data will be migrated with other records, while also still persisting within the development environment(s).  SFDC and Customer will agree to measures necessary to identify and protect this data prior to start of the Construct stage.  All test data will be removed before the go-live date.

### 1.3.4. Administrator Education

SFDC will deliver up to <number (n)> day(s) of hands-on, ad hoc administrator education, focused primarily on review of the Professional Services.

### 1.3.5. System Documentation

[INSTRUCTIONS:  Customize this section as needed to reflect expected system documentation.  Ensure that staffing is included in the SPW to create documentation specified.

SFDC will update and publish a final version of the Deployment Checklist to reflect the completed Professional Services and the actual results of the Professional Services.  The details of the accepted User Stories will represent details of the business functional requirements.

SFDC will update the approved Design Documents to reflect [all approved changes and ]the actual state of the configured Application.

### 1.3.6. Post Go Live Support

SFDC will provide up to <number (n)> day(s), during the two (2) week period following deployment, of Post Go Live Support to answer questions and address issues that may arise following such deployment.

## 1.4. Out of Scope and Change Orders

[**INSTRUCTIONS**:  Customize this section as needed.  Everything that you wish to call out as out of scope should be listed here.  Highlighted items are examples.  Include specific references to standard services that are not included such as Data Migration, functionality for which the Customer has agreed to be responsible and functionality that was proposed and / or discussed during the sales cycle but was removed from the SOW scope.]

Any work not specifically set forth as Professional Services within this SOW is out of scope of this SOW, including the following out of scope activities:

- Implementation of any additional mobile application configuration.
- Change Management - Customer will conduct all Change Management activities including Stakeholder Analysis, End User Communications and Adoption Planning and Execution.
- Legacy Data Migration - Customer will be solely responsible for the migration of legacy data.
- Education – Training development and training of end users.
- Native device push notifications that allow the Application to notify users through the mobile OS and independent of the Mobile App.
- Installation and / or configuration of a Mobile Device Management (MDM) solution.

Changes to the scope of this SOW require a fully executed Change Order.

## 2. Approach

[**INSTRUCTIONS**: Remove the sub sections that do not apply based on the scope of the work outlined above.  For example, if data migration is not in scope delete *Data Migration Planning*.  Also, this section assumes that the solution is being deployed as one release.  If the work plans call for multiple releases this section must be updated accordingly.]

[**NOTE**: This section explains how we will accomplish the tasks set forth above.  Unless we are time boxing specific activities (e.g., no more than x number of discovery sessions), this section should NOT include any specific days, metrics, or estimates.  All specificity to scope belongs above.]

The Professional Services provided pursuant to this SOW will be delivered in the five stages listed below.  Specific activities by stage are also outlined below.

## 2.1. Plan Stage

[**INSTRUCTIONS**:  Remove activities that are not applicable (e.g., if no custom UX/UI remove the CXD activities and deliverables).  Avoid removing standard methodology activities (e.g., Project Setup and Project Team Alignment).]

The Plan stage is intended to initiate the project, set expectations regarding how it will be delivered and monitored, and to discuss the boundaries around it.  The purpose of the project and expected business outcomes will be confirmed during the Plan stage.  The Plan stage will also establish the way the project will be managed and the plan for execution (scope, schedule, quality, budget).

The Plan stage is composed of the following major activities:

### 2.1.1. Professional Services Setup and Project Team Alignment

The SFDC project team will be introduced to Customer following execution of the SOW.  The SFDC team will meet

with the Customer team to confirm initial understanding of scope, undertake preliminary planning and scheduling, and

align roles between the respective SFDC and Customer teams in preparation for structured discovery sessions.

Project tracking and control mechanisms will be discussed and agreed.

### 2.1.2. Methodology Primer

The SFDC project team will conduct a class for the joint SFDC and Customer project team to level set the team on the

details of the Adaptive Methodology.  At a minimum, the Customer Product Owner and core team members will attend

this session.  This session will include education on key elements of the Adaptive Methodology.  Specifically, the

following topics will be addressed:

- Project planning: expectations regarding scope, schedule, budget, project controls and project management standards.
- Expected business outcomes and success measures.
- Solution design: expected discovery activities and plans for how and when solution design will be done, documented and managed.
- Scope management, control and level of flexibility.
- Development process: activities that occur in each Iteration and outside of the Iterations during solution construction.
- Release planning, measuring velocity, predicting capacity, Iteration burn down, release burn up.
- The product backlog: story map and User Story creation, story quality and story point values.
- Team roles and responsibilities.
- User Story acceptance and Iteration demos.
- Final system testing responsibilities, plans and expectations.

### 2.1.3.Discovery Sessions and Requirements Gathering

SFDC will facilitate a series of discovery sessions for the purpose of understanding the context of the project and the needed functionality. These sessions will be composed of the appropriate combination of discovery sessions, group requirements sessions, one-on-one interviews, design workshops and job shadowing sessions. These sessions will allow SFDC and Customer to establish the framework that will guide the implementation and to begin creation of the initial product backlog, representing the business needs that the system will satisfy, as defined by the Adaptive Methodology.

### 2.1.4.Work Breakdown Structure (WBS)

The work to be completed as part of the Professional Services will be reviewed with Customer and enumerated in a WBS, a hierarchical representation outlining 100% of the tangible scope of the project. The WBS is intended to give clarity to the project team, allowing the SFDC team to gain alignment with Customer on what will be delivered.

### 2.1.5.Story Map

Based on this SOW and information gathered during discovery sessions, SFDC will work with the Customer Product Owner to create a story map made up of the main functional areas to be addressed, typically modeled as a hierarchy and beginning to list the framework of User Stories. User Stories will be further elaborated and finalized in later stages.

### 2.1.6.User Experience Research

[**INSTRUCTIONS**: Keep only the sections that apply to the scope of the UX Research]

[**INSTRUCTIONS**: For SOWs with Review Existing Research in scope.]

SFDC will leverage existing user research provided by Customer and will review, analyze and document the results as they pertain to the Professional Services.

[**INSTRUCTIONS**: For SOWs with Conduct New Research in scope.]

SFDC will work with Customer to conduct in depth user experience research. This will include creating an interview guide with associated questions. A draft of the interview guide will be reviewed with the Customer prior to the actual user interviews.

Utilizing the approved interview guide, SFDC will conduct stakeholder and end user interviews, which may include ride along, shadowing or observation sessions, as needed, to understand how users currently work and what challenges and issues they face.

[**INSTRUCTIONS**: Applies to BOTH Existing and New Research]

SFDC will review and analyze the user research and present Customer with summary findings and recommendations.

### 2.1.7. Change Management – Strategy
[**INSTRUCTIONS**: Keep only only if Change Management Lead is staffed]

This strategy, along with a communication and training plan developed in the Architect stage, will be used to drive all organizational change management activities in the later stages.

### 2.1.8. Baseline Schedule and Budget
Based on this SOW and information gathered in discovery sessions, together with project team member schedules and calendar events, the project schedule will be reviewed and adjusted as necessary. If appropriate, the planned burn of budget will also be adjusted in kind. This will establish a baseline schedule and budget against which to monitor schedule and budget burn performance.

### 2.1.9. Planning Documents
[**INSTRUCTIONS**: Include the highlighted text if the scope of work includes a custom mobile solution or update if the scope includes other technologies such as Amazon.]

SFDC will draft a series of planning documents ("**Planning Documents**") that further establish the scope for the proposed Professional Services. The Planning Documents will be based on the Plan stage activities and will define expectations regarding the later stages of the Professional Services.

The specific documents included in the Planning Documents are set forth in Appendix 1 attached hereto and incorporated herein. The Planning Documents are intended to establish a baseline for how the Application <and the custom mobile solution> will be designed, configured, customized and developed.

SFDC will review the draft Planning Documents with Customer and Customer will provide comments and feedback promptly. Based on Customer feedback SFDC will publish a finalized set of Planning Documents and Customer shall indicate its acceptance via email or signature in accordance with Section 5.5 (Acceptance) herein.

The approved Planning Documents will provide further detail to this SOW with regards to scope, staffing and delivery

dates and will be used as a baseline for managing deliverables, fees and time frame going forward.  Any requested

changes to the scope will be addressed through SFDC's Change Order process (as defined in Section 5.4 herein).

## 2.2. Architect Stage

The Architect stage is intended to establish a high-level architecture as well as to create the necessary design to begin the development effort.  Business components and technical components of the solution will be documented in sufficient detail for Customer to understand the expected solution and sign off on it.  The high-level architecture and design that is created in this stage will be used to further refine and manage scope, budget and delivery dates.

Some Plan stage and Architect stage activities are expected to occur concurrently.

### 2.2.1.Discovery Sessions

During Architect stage, discovery sessions will continue, with SFDC facilitating.  These sessions will allow SFDC and

Customer to further elaborate the requirements, to design the solution and to review the proposed solution design

together.

### 2.2.2.Experience Design (XD)

[**INSTRUCTIONS**:  Only include if in scope.  Remove subsections as appropriate based on scope and staffing.]

#### 2.2.2.1.   User Experience Design

[**INSTRUCTIONS**:  Remove the last paragraph if a more traditional waterfall methodology is required.]

SFDC will define and create the custom User Experience ("**UX**") architecture based on information gathered in discovery sessions.  This will consist of a series of Annotated Wireframes, which showcase layout, navigation, controls and other interactive elements that make up the page(s).  SFDC will review these with Customer for feedback.  SFDC will provide updated wireframes for one additional review cycle.

As part of the UX design process SFDC will create wireframe design options (as specified above) for Customer review, selection and feedback. Customer will select one (1) of the wireframe design options and based upon this selection and feedback, SFDC will update and submit revised wireframes for final approval.

While the overall User Experience and a significant portion of the necessary Annotated Wireframes will be developed during this stage, additional wireframes may be created and finalized during the later Construct stage.

#### 2.2.2.2.   User Interface Design

[**INSTRUCTIONS**:  Remove the last paragraph if a more traditional waterfall methodology is required.]

SFDC will define and create the custom User Interface ("**UI**") based on the approved wireframes and information gathered in discovery sessions, as well as a Customer-provided style guide if available.   The UI design will be expressed as a series of color screen comps or mockups.

As part of the UI design and mockup process SFDC will create UI design options (as specified above) for Customer review, selection and feedback. Customer will select one of the design options and based upon this selection and feedback, SFDC will update and submit revised mockups for final approval.

While the overall user interface design and a significant portion of the necessary color screen comps will be developed during this stage, additional wireframes may be created and finalized during the later Construct stage.

#### 2.2.2.3.   Illustrated Storyboard / Sketches

[**INSTRUCTIONS**:  Only include if in scope.]

Based on information gathered in discovery sessions, SFDC will draft a series of illustrated storyboards with sketches for Customer review and feedback.

The illustrated storyboards describe a day in the life of the target users utilizing a graphical presentation style.  Illustrated storyboards are intended for presentation and socialization among stakeholders to improve clarity and vision around the Professional Services.  While an important step in the design process, the illustrated storyboards are not meant to convey or document specific requirements or all possible process paths.

Based on Customer comments and feedback, SFDC will update and publish a final set of illustrated storyboards with sketches.

#### 2.2.2.4.   UX / UI Design Review Sessions

As needed, SFDC will leverage user experience and user interface design review sessions to get feedback on design deliverables and further expand upon the information collected during discovery sessions.

### 2.2.2.5.  User Experience Usability Testing

[**INSTRUCTIONS**:  Only include if in scope.]

SFDC will conduct User Experience (UX) Usability Testing based on the approved high-level design.  The UX usability testing will be paper-based and will leverage wireframes and screen comps if needed and will be conducted in an interview style walk-though of the intended design.

SFDC will document the results and findings and present analysis and associated recommendations to Customer.  These recommendations may result in the need for additional design and scope modifications and in such event this will be addressed through a Change Order.

### 2.2.2.6.  Clickable Prototype

[**INSTRUCTIONS**:  Only include if in scope.  Indicate how the Clickable Prototype will be deployed and what if any requirements will exist to run it.]

Based on the approved annotated wireframes and color design comps, SFDC will create a clickable prototype to simulate interactive functionality.  The clickable prototype will be used solely to demonstrate the intended design and to facilitate change management activities.

The clickable prototype will be assembled leveraging only the color screen comps with hyper-links at specific locations to demonstrate multiple predefined paths.  The clickable prototype will be deployable to <specify target devices and associated requirements>.

Since it is based on approved wireframes and screen comps, any changes or enhancement requests that result from Customer's review of the clickable prototype may result in the need for additional design and scope modifications and in such event this will be addressed through a Change Order.

#### 2.2.3. Initial Product Backlog

Based on information gathered during the Plan stage and discovery sessions, SFDC will work with the Customer

Product Owner to create the initial product backlog.  This will be based on the story map, further elaborating it to

include the User Stories that are known and expected to be implemented as part of the solution.  [**INSTRUCTIONS**:

Remove the last sentence if a more traditional waterfall methodology is required.]  Some User Stories will be

elaborated and finalized in later stages.

#### 2.2.4. Technical Architecture and Integration Analysis

SFDC will work with Customer to analyze and define the technical requirements for the Professional Services

including external system integrations, interactions with Customer's IT infrastructure and other factors.

#### 2.2.5. Data Migration Planning

[**INSTRUCTIONS**:  Remove if data migration Is not in scope.  Do not include the last sentence if Data Migration

Consultative Services is proposed.]

SFDC will work with Customer to define a plan for extracting and migrating existing data from legacy data sources.

SFDC will work with Customer to identify data sources, as well as mapping and de-duping / cleansing requirements

("**Data Analysis**").

Once the Data Analysis is complete, SFDC will determine, in its sole discretion, if additional charges will apply for data

migration and in such event this will be addressed through a Change Order.

#### 2.2.6. Solution Design

SFDC will design the proposed solution, determining best use of SFDC and related technology components to satisfy

Customer's requirements, expectations and desired business outcomes.  SFDC will work with customer to review

design decisions and trade-offs in interactive sessions as appropriate to arrive at the solution design for Customer.

### 2.2.7. Training and Organizational Change Management Planning

[**INSTRUCTIONS**:  Remove this section if not in scope.]

SFDC will work with Customer to develop a comprehensive change management and communication plan, including an outline of communications with impacted stakeholders.  This plan will be used to drive all change management activities and communications during the later stages.

SFDC will work with Customer to identify end user training needs and approach.  As part of this effort SFDC will confirm the user role (s), training objectives, Train-the-Trainer plan and final training scope.

### 2.2.8. Architecture Review

SFDC will conduct an internal architecture review of the proposed solution design.  The review will be performed by members of SFDC's professional services organization who are not engaged directly on the project in order to give an independent perspective and fresh look at the planned architecture.  Recommendations from the architecture review will be evaluated and adjustments made to the planned solution as appropriate prior to completing the design and submitting it to Customer for final review and approval.

### 2.2.9. Design Documentation

[**INSTRUCTIONS**:  Include the highlight text if the scope of work includes a custom mobile solution or update if the scope includes other technologies such as Amazon.]

SFDC will draft a series of design and specification documents ("**Design Documents**") that specify the proposed design for the configured Application based on the results of the Plan stage and Architect stage activities.  The Design Documents expand upon what was specified in the Planning Documents and describe the overall design and functional Application scope for the remainder of the Professional Services.  The specific documents that are included in the Design Documents are set forth in Appendix 1 attached hereto and incorporated herein.  The Design Documents are intended to establish a baseline for how the configured Application <and the custom mobile solution> will be configured, developed and implemented.

SFDC will review the draft Design Documents with Customer and Customer will provide comments and feedback promptly.  Based on Customer feedback SFDC will publish a set of Design Documents and Customer shall indicate its acceptance via email or signature in accordance with section *Acceptance* below.

### 2.2.10.  Rebaselined Budget and Schedule

The baseline schedule and budget developed during the Plan stage will be reviewed and revised if necessary as required to deliver the expected solution, based on the approved Design Documents.  Any necessary changes to the scope, schedule or budget will be addressed through SFDC's Change Order process as described below.

### 2.2.11. Build Preparation

During the Architect stage final preparations are made to begin construction of the solution:

- Environments are initialized and configured.
- Development and code management tracking and management systems, as defined and agreed in the Planning Documents, are acquired and set up.
- Sufficient User Stories to begin development are fully elaborated and agreed with Customer (typically enough User Stories to use the estimated capacity of the development team for at least 2 Iterations).

## 2.3. Construct Stage

[**INSTRUCTIONS**: Remove activities that are not applicable (e.g., if no custom mobile development remove the Custom Mobile Development activity).]

The Construct stage leverages the product backlog of User Stories as well as the signed off Planning Documents and Design Documents established in the Plan stage and Architect stage to configure, develop and test the Professional Services over a series of development Iterations.

The Construct stage is composed of the following major activities:

### 2.3.1. Iterative Development

In each Iteration, the development team will perform the following activities:

- Review and select User Stories to include in the Iteration.
- Work with Customer Product Owner to finalize User Story details and acceptance criteria for each included User Story.
- Build and unit test the selected content of the Iteration.
- Finalize and execute test scripts for each selected User Story. .
- Gain acceptance of the User Stories delivered in the Iteration based on each User Story's acceptance criteria and documented in the User Story tracking application (e.g., Rally, PM Toolkit, etc), in accordance with the Acceptance section below.
- Conduct an Iteration retrospective to review the results of the Iteration and to identify development process improvements.

### 2.3.2. Custom Force.com Development

[**INSTRUCTIONS**:  Remove if not doing any custom Force.com development.]

SFDC will develop and test the custom Visualforce pages, Apex triggers and classes and Apex based web services

identified in this SOW and further defined in the approved Design Documents.

Since custom development will be implemented using an iterative development approach, substantial rework during

later phases may require changes to scope and timeframe and in such event this will be addressed through a Change

Order.

### 2.3.3. Custom Mobile Development

[**INSTRUCTIONS**:  Remove if not doing any custom mobile development.]

SFDC will develop and test the custom mobile functionality for the specified platforms identified in this SOW and

further defined in the approved Design Documents.

Since custom development will be implemented using an iterative development approach, substantial rework during

later phases may require changes to scope and timeframe and in such event this will be addressed through a Change

Order.

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### 2.3.4. Custom User Interface and Graphics Creation

[**INSTRUCTIONS**:  Remove if not doing any custom user interface development (e.g., mobile, portal or Visualforce.]

SFDC will create and integrate custom user interface graphics based on the approved Annotated Wireframes and Color Design Comps for the custom functionality identified in this SOW and further defined in the approved Design Documents.

### 2.3.5. System Integration

[**INSTRUCTIONS**:  Remove one or both sections if not doing that type of data integration.]

SFDC will work with Customer to develop the point-to-point integrations set forth in Section 1.

[ETL Based Integration:  This section applies only to project with ETL based integration.]

ETL Based Integrations

Customer will provide and maintain an integration staging location for all data integrations such as an FTP Server, File Server or non-production database server.

SFDC will be responsible for extracting data from and updating data to the Application.  Inbound data (external data to be added or updated in the Application) will be available in an agreed upon format on an accessible integration staging location.  Outbound data (data extracted from the Application) will be placed on the integration staging location.

Customer will be responsible for extracting data from and updating data to all external Customer systems.

[Web Service Based Integration:  This section applies only to projects with web service based integration.]

Web Service Based Integrations

SFDC will develop and implement all Application-based web services that Customer will utilize to pull data from or send data to the Application.  SFDC will provide Customer with the corresponding web service definition language ("WSDL") for each web service.

Customer will be responsible for providing all web services that interact with external Customer or third-party systems and provide SFDC with the necessary web service definition language ("WSDL") for each web service.

SFDC will develop and implement the required Application functionality to call and interact with the web services provided by Customer.

### 2.3.6. Quality Assurance

SFDC will unit test components of the solution as they are built to verify that they work as expected.  SFDC will also

independently create and execute test cases and test scripts for the built and unit tested components to validate that

they conform to the defined acceptance criteria in each User Story.

### 2.3.7. Iteration Reviews

SFDC and Customer will conduct Iteration Review meetings for specified Iterations to provide Customer with an

opportunity to provide feedback and clarification early on in the process.  After each of these meetings, revisions and

changes may be made to address deviations from documented requirements and design as well as clarifications and

refinements to the overall design.

## 2.4. Validate Stage

[**INSTRUCTIONS**:  Remove activities that are not applicable.]

During the Validate stage, final Customer testing, including User Acceptance Testing (UAT), is performed.  SFDC will create a Test Plan describing the testing that will be performed, including documenting the specific testing process, testing responsibilities[Only if SFDC is responsible for executing SIT or UAT testing in the Validate stage] and [SIT / UAT] test scripts that will be executed.  A defect management process will be set up to triage defects, which will be classified by severity and priority.  Definitions for severity and priority will be agreed in the Test Plan document prior to the start of the Validate stage.

In addition, final preparations to deploy the system are made during the Validate stage.

The Validate stage is composed of the following major activities:

### 2.4.1. Quality Assurance

[**INSTRUCTIONS**:  Do not include testing of integrations or the migration of legacy data if not in scope.]

SFDC will be responsible for the overall quality assurance effort, including the creation of a test plan document and

unit and system testing of all implemented functionality.  In addition, SFDC and Customer will jointly be responsible for

testing system integrations <and verifying the migration of legacy data>.

### 2.4.2. User Acceptance Testing and Production Ready Application

A review meeting will be held to kick off the User Acceptance Testing (UAT) process.  The UAT process will provide

Customer with an opportunity to review the implementation prior to production deployment, following SFDC's

performance of the same.

Customer will be responsible for conducting UAT testing and providing feedback and UAT sign-off in a timely manner.

SFDC will help to coordinate and facilitate this process.

Customer's sole remedy for any deficiencies under this section shall be re-performance as set forth in Section 5.5

(Acceptance) herein.

[**NOTE**: Cannot have both Data Migration and Data Migration Consultative Services.]

### 2.4.3. Data Migration

[**INSTRUCTIONS**:  Remove if not doing any data migration.  This section is mutually exclusive with Data Migration Consultative Services]

Based on the approved data migration plan, SFDC will work with Customer to perform a one-time import of the identified data.  Customer will export and consolidate the data before providing it to SFDC and will provide it in delimited CSV formatted files.  Customer will provide all data for all required fields.  SFDC will prepare Customer's data for import into the Application, including a second phase of normalizing and formatting of the data to comply with the Application system requirements.  Once SFDC has completed the data migration and an initial review of the data, Customer will be responsible for verifying the data to ensure that it was migrated correctly.

The data migration is composed of two data loads: Customer review and production.  Data migration pursuant to this SOW does not include additional data loads or delta data loads.  A delta load repeats the processes above for data updated after the data has been moved into production.

### 2.4.4. Data Migration Consultative Services

[**INSTRUCTIONS**:  Remove if not doing any Data Migration Consultative Services.  This section is mutually exclusive with Data Migration]

SFDC will provide Customer with data migration consultative services to assist with the data migration effort and provide recommendations and best practices.  However, Customer is responsible for migrating all required legacy data to production in a timely manner.

### 2.4.5. Execute Change Management Strategy

[**INSTRUCTIONS**:  Remove if not doing Change Management.]

SFDC will work with Customer to execute the approved Change Management Strategy.

### 2.4.6. Training Development

[**INSTRUCTIONS**:  Remove if not doing training development.]

SFDC will create custom course(s) for each specific user role identified above and based on actual use cases. The final training documentation will serve as a formal deliverable that Customer can use for future training of new employees.

## 2.5. Deploy & Support Stage and Project Closeout

The final stage of this SOW is Deploy & Support stage.  The Deploy & Support stage is composed of the following major activities:

### 2.5.1. Migrate to Production

[**INSTRUCTIONS**: Delete the language that does not apply; only keep 1 of the 2 Options]

Upon approval and signoff of UAT, [Option 1: SFDC is responsible for production] SFDC will implement the production version of the Application.  SFDC will be responsible for migrating the customizations between the identified testing environments and the production environment. [Option 2: Customer is responsible for production]  SFDC will work with Customer to implement the production version of the Application.   Customer will be responsible for migrating the customizations between the identified testing environments and the production environment based on deployment instructions created by SFDC.

### 2.5.2. Conduct Instructor Led End User Training
[INSTRUCTIONS:  Remove if not doing end-user training.]

SFDC will conduct end user training utilizing custom developed training.  Each class session will be limited to fifteen (15) participants.  The following is a list of items requested of Customer and needed by SFDC to create an optimal training environment:

- A computer with a high-speed Internet connection for each participant.
- A high-speed internet connection for the instructor.  (NOTE: If the training environment does not permit outside hardware to be connected to the network, an instructor PC will also be required.)
- An LCD projector.
- A flipchart and markers or a whiteboard.

### 2.5.3. Conduct Train-the-Trainer Training
[INSTRUCTIONS:  Remove if not doing train-the-trainer training.]

SFDC will train Customer's identified trainers in a highly interactive, hands-on environment.  During the Train-the-Trainer session, Customer's corporate trainers will:

- Act as end-users for the first part of the training.  This allows Customer trainers to get a feel for the pace of a class, hear the cadence of the topics being taught and allow them to experience the class from an end user perspective.
- Spend time breaking down each exercise to understand the 'why' and 'how' of any topic being presented.
- Deliver 'teach-backs' to the SFDC trainer for feedback and coaching.
- Review training setup, including the maintenance of training records and basic troubleshooting.

### 2.5.4. Conduct Co-Teach Training
[INSTRUCTIONS:  Remove if not doing train-the-trainer co-teach training.  Also, this section only applies if Train-the-Trainer Training (above) is in scope.]

SFDC will provide hands-on co-teach training support for a series of initial training sessions as set forth in Section 1. Train-the-Trainer co-teach sessions will incorporate coaching and feedback with the goal of preparing and empowering Customer's trainers.

### 2.5.5. Conduct Remote / Virtual Training
[INSTRUCTIONS:  Remove if not doing remote or web-based training.]

SFDC will deliver a series of Virtual (via Customer's remote meeting tool) training sessions as set forth in Section 1. (Each session to have 20 or fewer attendees.)

### 2.5.6. Project Closeout and System Documentation

SFDC will update and publish a final version of the Deployment Checklist to reflect the completed Professional Services and the actual results of the production deployment.

[**INSTRUCTIONS**: Use ONLY ONE of the following depending on the time estimate associated with system documentation.]

<Option 1 - Not Included >

The approved Design Documents will not be updated as part of the scope of this SOW; rather the final version of these documents along with Change Log will serve as an addendum for the purposes of final system documentation.

<Option 2 - Updates Only >

SFDC will update the approved Design Documents to reflect all approved changes and the actual state of the implemented Professional Services.

<Option 3 - Complete >

SFDC will update the approved Design Documents to reflect all approved changes and the actual state of the implemented Professional Services.  In addition, SFDC will deliver formal system documentation to supplement the updated, approved Design Documents and facilitate ongoing system maintenance and support.

### 2.5.7. Administrator Education

Administrator education will consist of onsite interactive sessions provided in a demo-style environment using Customer's Application instance.  While basic Application administrative tasks can be covered, SFDC strongly recommends that Customer's administrators take a formal salesforce.com Administrator training class.  The cost of the salesforce.com Administrator training offered by salesforce.com online or pursuant to the online CRM subscription agreement is not included in the Professional Services fees set forth herein.

### 2.5.8. Post Go Live Support

[**NOTE**: The actual number of days budgeted for Production Rollout Support is defined above in section 1, in this section confirm and update, only if required, the period of time that those hours can be used after which the project will be deemed closed.]

In accordance with *Post Go Live Support* in section 1 above, key members of SFDC's project team will be available to assist Customer with questions or issues that may arise. SFDC's Project Manager will coordinate all Post Go Live Support requests.

## 3.  Customer Obligations and Assumptions

### 3.1. General

- Timely and successful performance of the Professional Services pursuant to this SOW requires ongoing collaboration between SFDC and Customer. Customer is responsible for certain key tasks, contributions and timely reviews of SFDC work to maintain the estimated schedule and estimated Professional Services fees.
- Customer shall procure, install, host, test, deploy, monitor and maintain all associated hardware, software (including, without limitation, the Online Services), remote meeting tools, high-speed internet if meetings are held onsite, and copyrighted materials, including patches or upgrades required to enable provision of the Professional Services.
- Customer will make available appropriately skilled and knowledgeable Customer resources, including the following resources, to provide active and continuous participation, including timely review, feedback and approvals:

  > Executive sponsor
  > Project manager
  > Product Owner
  > Functional lead and business subject matter experts

- Any change to Customer's project manager during the course of the project will require a Change Order to account for additional hours needed for consultation with Customer's new project manager on current project status and on-going activities.
- Customer will allocate time among Customer project staff, subject matter experts and executive staff as needed for participation in meetings, timely review of documentation and decision-making.
- Customer will define and maintain the list of the business objectives and requirements that will guide the provision of the Professional Services.
- Customer will coordinate on-site, web or conference call schedules for meetings to be held during the term of this SOW.
- Customer is responsible for its use of the deliverables resulting from the Professional Services, including compliance with all applicable laws and license requirements related to the use and / or distribution of such deliverables (e.g. inclusion of any terms, such as privacy policies, conformance to any third-party terms (operating system terms, etc.)).
- Customer will provide assistance, cooperation, information, equipment, data, a suitable work environment and resources reasonably necessary to enable SFDC to perform the Professional Services.
- Customer will identify and enable permissions for SFDC personnel as system administrators or users of Customer's Application instances as reasonably necessary for the provision of Professional Services.
- Customer will be responsible for executing on overall program management responsibilities.
- If Customer requires additional security or internal IT reviews not specifically called out in this SOW, a Change Order will be required for the additional scope.
- Requests for Professional Services work outside of normal business hours (Monday – Friday, 8:30 a.m.- 5:30 p.m. in the time zone of the location where work is to be performed), including weekends and holidays, must be made through a Change Request per Section 5 ("Change Management"). Scheduling work outside of normal business hours requires staffing considerations and will need to be planned 20 business days in advance of need and is subject to any additional requirements contained herein.
- Customer is responsible for cleansing and preparing the data used in the Online Services, including extract processing and quality assurance testing of data prior to submitting such data to the Online Services. Improperly prepared data, i.e., data that is not ready for use by SFDC in connection with this engagement as provided by Customer, can significantly impact SFDC's ability to provision the Professional Services.

### 3.2. Adaptive Methodology Customer Obligations and Assumptions

- Customer will participate in planning, discovery and design sessions as needed to facilitate development of Planning Documents and Design Documents and will review and sign off on the same in a timely manner prior to start of the Construct stage.
- Customer will provide an authorized and skilled Product Owner who will be responsible for managing the content of the product backlog, providing content for User Stories, prioritizing stories in the backlog, working with SFDC to determine which stories will be addressed in which Iteration, assisting with the creation of acceptance criteria

and accepting each User Story upon demonstration that it meets the acceptance criteria in accordance with Acceptance section below.

- Customer Product Owner will work with SFDC to fully elaborate sufficient User Stories prior to the start of the Construct stage to use the estimated capacity of the development team for at least 2 Iterations.
- Customer Product Owner will represent Customer business stakeholder interests to the development team.
- Customer Product Owner and SFDC will participate in periodic review meetings with Customer business stakeholders throughout the delivery of the Professional Services.
- Customer Product Owner will determine prioritization of User Stories in the product backlog.  [**INSTRUCTIONS**: Remove the next sentence if a more traditional waterfall methodology is required.]  User Stories to be addressed in each Iteration will be based on this prioritization, dependencies between functional components and development team capacity.
- Acceptance criteria in the User Stories will be the basis for expected Application functionality.  In the event that Customer testing identifies functional needs not reflected in the acceptance criteria, a defect will be created to describe the functional gap.  Customer Product Owner will determine which defects (i.e. which functional gaps) they would like to have addressed as part of the Professional Services as part of the on-going prioritization process.  If defects that Customer wishes to address cannot be addressed with the defined resource pool and timeline, a Change Order process will be initiated as set forth below.

### 3.3. Steering Committee

- If opportunity >500K. If project exceeds $1M, both Customer and SFDC Sponsors should be designated as Executive Sponsors:  Customer agrees to a monthly steering committee meeting to include the following parties: Customer Executive Project Sponsor, Customer PM, SFDC Executive Sponsor and SFDC PM.  This meeting will be used to review project status, key open issues and assure alignment between organizations.

## 4.  Schedule and Estimated Professional Services Fees

### 4.1. Estimated Schedule

[**INSTRUCTIONS**: Short-term engagements may not have a schedule, remove the last sentence if you don't include a schedule.  If you are doing a fixed bid engagement, remove "Estimated" in yellow above.]

[**INSTRUCTIONS**:  Time and Materials text blocks.]

Subject to the terms herein, SFDC estimates the timeline for the performance of Professional Services pursuant to this SOW to be number (n) weeks from the start date.  Professional Services shall begin on a date to be mutually agreed upon in writing (email acceptable) after this SOW and the Agreement, if applicable, are both fully executed and the Purchase Order, if applicable, is received.  Professional Services shall begin no sooner than two weeks after such requirements are met.  A preliminary schedule is set forth in Appendix 2 attached hereto, however a more detailed project timeline will be produced as part of this SOW.

[**INSTRUCTIONS**:  Fixed Bid text blocks.]

Subject to the terms herein, the timeline for the performance of Professional Services pursuant to this SOW is number (n) weeks from the start date.  Professional Services shall begin on a date to be mutually agreed upon in writing (email acceptable) after this SOW and the Agreement, if applicable, are both fully executed and the Purchase Order, if applicable, is received.  Professional Services shall begin no sooner than two weeks after such requirements are met. A preliminary schedule is set forth in Appendix 2 attached hereto, however a more detailed project timeline will be produced as part of this SOW.

### 4.2. Rates and Estimated Professional Services Fees

[**INSTRUCTIONS**: Use either T&M or Fixed Bid Language, update accordingly and delete the other one.  If you are doing a fixed bid engagement, remove "Rates and Estimated" in yellow above.]

[**INSTRUCTIONS**:  Time and Materials text blocks]

Subject to the terms herein, the Professional Services described in this SOW are bid on a time and materials basis. Estimated Professional Services fees pursuant to this SOW are $_____ and are further detailed in Appendix 2 attached hereto.

The following table defines the rate structure for this SOW and the associated estimated fees by resource type to perform the Professional Services described in this SOW during the estimated timeline.

[**INSTRUCTIONS**:  Copy and paste (as Image) the Resource Summary table, with unused rows hidden, from the Resource Summary tab in the CWB.]

<Insert Table Here>

[**INSTRUCTIONS**:  Fixed Bid text blocks]

Subject to the terms herein, the Professional Services described in this SOW are bid on a fixed fee basis. Professional Services fees pursuant to this SOW are $_____. This is based on a number (n) week project plan and the scope defined in this SOW. Requirement additions, changes, or discovery of increased complexity may result in the need for additional Professional Services and require a Change Order. Any changes by Customer to the scope or impact to the project schedule caused by Customer will result in a Change Order and additional fees.

The following table shows the planned milestones, expected completion dates and billable fees for each:

| # | Milestone | Estimated Completion Date | Fee |
|---|-----------|---------------------------|-----|
|   |           |                           |     |
|   |           |                           |     |

[**INSTRUCTIONS**:  This paragraph is for <u>BOTH</u> Time and Materials and Fixed Bid projects. Review and update as needed, and remove the text in blue for a fixed fee engagement.]

If the mutually agreed upon Professional Services start date is rescheduled at Customer's request, SFDC reserves the right to charge a rescheduling fee equal to 10% of the estimated total Professional Services fee under this SOW. SFDC reserves the right to bill a full day of Professional Services (8 hours) for each day on which on-site Professional Services are to be performed.

### 4.3. Invoices

[The following paragraph only applies to T&M SOWs]All Professional Services fees, as well as actual and reasonable expenses and taxes, if applicable, associated with the Professional Services will be invoiced monthly and shall be due and payable in accordance with the terms of the Agreement.

For a fixed bid engagement delete the preceding paragraph and work with legal: [Note to legal: PSA indicates that all fixed fee engagements are billed in advance as set forth here or billed otherwise as set forth here, so this section will need to be drafted to account for how the project will be billed]

### 4.4. Travel Expenses

Travel expenses and reasonable out-of-pocket expenses, including but not limited to transportation, mileage if driving, hotels, meals if traveling, hotel phone and Internet charges and any necessary copies or postage, are not included in the fees set forth in this SOW and will be invoiced separately. Customer agrees to be responsible for such resource's travel expenses to Customer's site.

[NOTE: NOTHING IN SECTION 5 CAN BE DELETED OR MODIFIED EXCEPT BY A MEMBER OF THE LEGAL TEAM.]

## 5.  General Terms

### 5.1. Precedence

This SOW and any appendices hereto shall be governed by the terms of the Agreement. In the event of a conflict between any term of this SOW and the Agreement, the terms of this SOW will control.

### 5.2. Customer Location

The primary customer site at which Professional Services will be performed is as indicated below. Professional Services may be performed at the primary site and other sites.

| Street | |
|--------|--|
| City, State, Zip | |
| Country | |

### 5.3. Segmentation

Customer acknowledges that this SOW is limited to Professional Services and does not convey any right to use Online Services. Any use of Online Services by Customer will be governed by a separate agreement. Customer agrees that its purchase of Professional Services is not contingent on the delivery of any future Online Service functionality or features, other than Deliverables, subject to the terms of this SOW or on any oral or written public comments by SFDC regarding future Online Service functionality or features.

### 5.4. Change Order

In order to make a change to the Scope set forth in this SOW, Customer must submit a written request to SFDC specifying the proposed changes in detail. SFDC shall submit to Customer an estimate of the charges and the

anticipated changes in the delivery schedule that will result from the proposed change in the Professional Services. Upon mutual agreement of the parties, the parties each shall execute an amendment representing the changes to this SOW ("Change Order"). SFDC shall continue performing the Professional Services in accordance with the SOW until the parties agree in writing on the change in scope of work, scheduling and fees therefore.

## 5.5. Acceptance

Upon completion of each Deliverable, SFDC will, as applicable: (a) submit a complete copy to Customer; and (b) at Customer's request, demonstrate its functionality to Customer. Customer is responsible for reviewing and testing all Deliverables in accordance with this SOW pursuant to any acceptance criteria or test plans mutually agreed upon in writing by the parties for such Deliverable. Customer will provide SFDC with written notification of acceptance for each Deliverable promptly upon acceptance; however, failure to reject a Deliverable, as set forth below, will be deemed acceptance. If Customer, in its reasonable and good faith judgment, determines that any submitted Deliverable does not satisfy the agreed-upon acceptance criteria as specified in this SOW or as mutually agreed upon in writing by the parties for such Deliverable, Customer must so notify SFDC in writing within 10 business days after SFDC's submission of the Deliverable, specifying the deficiencies in detail. SFDC will use commercially reasonable efforts to correct such deficiencies and resubmit the Deliverable to Customer as soon as practicable. Customer will again review and test the Deliverable against the agreed-upon acceptance criteria and detail any deficiencies to SFDC in writing within 10 business days after resubmission of the Deliverable. If a Deliverable fails to meet the functional requirements specified in this SOW after its second resubmission to Customer, Customer may either, as its sole and exclusive remedy: (i) again reject the Deliverable and return it to SFDC for further correction and resubmission in accordance with the process described above (if the Deliverable is not accepted after two resubmissions, the matter will be escalated to Customer's executive sponsor for the project associated with this SOW and the SFDC Engagement Manager), (ii) terminate this SOW immediately upon written notice and recover all Professional Services fees paid under this SOW for such deficient Deliverable. If the parties determine that a Deliverable's functional requirements specified in this SOW require modification (for example, due to incorrect assumptions or changed requirements), they will cooperate in good faith to execute a Change Order for such revised requirements.

NOTE: Acceptance of User Stories developed and demonstrated to Customer is an interactive process to which the foregoing does not apply. Rather, Customer must formally accept User Stories either through the tracking application (described in the Iterative Development Section above) or in writing (email acceptable). In the event Customer neither accepts User Stories subject to the foregoing, nor rejects User Stories in writing (email acceptable), then such User Stories will be deemed accepted at the earlier of 10 business days after demonstration of the User Story or 2 business days following the end of the Iteration in which the User Story was completed.

Note to legal: if this Termination section is removed then, per the terms of the PSA, the only termination right that the parties reserve is for cause. If this section is removed then Customer DOES NOT have the right to terminate the SOW for convenience under the PSA.

## 5.6. Termination

Customer may terminate this SOW at any time for convenience upon 10 days' written notice to SFDC. Either party may terminate this SOW for cause: (i) upon 30 days written notice to the other party of a material breach if such breach remains uncured at the expiration of such period or (ii) if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors.

## 5.7. Customer Cooperation

A. Cooperation. Customer will cooperate reasonably and in good faith with SFDC in its performance of Professional Services by, without limitation:

(i)         allocating sufficient resources and timely performing any tasks reasonably necessary to enable SFDC to

perform its obligations under each SOW;

(ii)        timely delivering any Customer collateral and other obligations required under each SOW;

(iii)       timely responding to SFDC's inquiries related to the Professional Services;

(iv)        assigning an internal project manager for each SOW to serve as a primary point of contact for SFDC;

(v)         actively participating in scheduled project meetings;

(vi)      providing, in a timely manner and at no charge to SFDC, office workspace, telephone and other facilities,

suitably configured computer equipment with Internet access, access to appropriate and knowledgeable employees

and agents of Customer and continuous administrative access to Customer's Online Service account and coordination

of onsite, online and telephonic meetings all as reasonably required by SFDC; and

(vii)     completing, accurate and timely information, data and feedback all as reasonably required.

B.  Delays.  Any delays in the performance of Professional Services or delivery of Deliverables caused by Customer may result in additional applicable charges for resource time.

### 5.8. Payment Obligation

Is a Purchase Order (PO) required for the purchase or payment of the products on this SOW?

Please Select: (Customer to Complete)

| | |
|---|---|
| | No |
| | Yes. Please complete the following: |

PO Number: _____

PO Amount: _____

Please indicate tax status by checking one of the following:

| | |
|---|---|
| | (1) Exempt (Attach Tax Exemption Form) |
| | (2) Non-exempt |

### 5.9. General

The terms of this SOW expire on <Put expiration date here, should be 30 days after presentation, not the last day of the month>, unless executed by both parties on or prior to that date.  This SOW is subject to the terms and conditions of the Professional Services Agreement found at https://www.salesforce.com/company/psa.jsp, unless Customer has a written professional services agreement with SFDC, or an Affiliate of SFDC, in which case such written professional services agreement will govern ("**Agreement**").  In the event of a conflict between any term of this SOW and the Agreement, the terms of this SOW will control.  Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Agreement.  This SOW may be signed in counterparts, each of which shall be deemed an original.  The effective date of this SOW shall be the later date of execution by the two parties.

IN WITNESS WHEREOF, the parties have caused this SOW to be executed by their duly authorized representatives as identified below.

Customer: SFDC-Client-Legal-Name                          SFDC: salesforce.com, Inc.

*THIS DRAFT IS FOR REVIEW AND DISCUSSION ONLY, NOT FOR SIGNATURE. WHEN THE PARTIES ARE READY TO SIGN, SALESFORCE.COM WILL GENERATE AND SIGN AN EXECUTABLE VERSION AND SEND IT TO CUSTOMER FOR COUNTERSIGNATURE.*

### 5.10. Project Contacts

**SFDC Project Manager**

| | |
|---|---|
| Name | |

| Address | | | |
|---|---|---|---|
| | | | |
| Telephone | | Email | |

**REQUIRED: Customer Contracts Administrator**   (Completed Contracts will be returned to this individual.)

| Name | | | |
|---|---|---|---|
| Address | | | |
| | | | |
| Telephone | | Email | |

**REQUIRED:  Customer Accounts Payable Contact** (Invoices will be sent to this individual.)

| Name | | | |
|---|---|---|---|
| Address | | | |
| | | | |
| Telephone | | Email | |

# 1.        Appendix 1: Deliverables

[**INSTRUCTIONS**: For both Definition and Iteration 0 (Requirements and Design) keep on the table of documents that aligns with the level of deliverable detail selected in the CWB (i.e., Summary, Standard or Detailed). Also remove scope dependent deliverables that do not apply.

| Plan Stage | |
|---|---|
| **Document** | **Description** |
| *Planning Documents* | |
| Project Management Plan | Defines the processes by which the project will be managed. |
| WBS | Hierarchical breakdown of 100% of the work to be done as part of the project. |
| Change Management Strategy <CM> | Defines and outlines the strategy for managing and facilitating the organizational change associated with the implementation of the Professional Services. The Change Management Strategy documents impacted stakeholders, communication approach and the strategy for managing and monitoring adoption. |
| *Other Plan Stage Items* | |
| Baseline Schedule and Budget | Project schedule and budget revised / adjusted based on information gathered in discovery sessions, project team member schedules and calendar events. |
| Creative Brief <CXD> | Summary of key users / customers, goals and brand needs that must be satisfied by the design. Addresses issues such as what is your brand, what is the most important message and what should this feel like. |
| Experience Brief <XD> | Summary of key users / customers, goals and brand needs that must be satisfied by the design. |
| XD Evaluation/Assessment (XD) | Defines and helps the team understand what works with the experience and what does not and areas that need to be explored during design activities. |
| Experience Model (XD) | Visually summarizes understanding and perception of user needs, current processes (and their connection to other processes) and potential enhancements. |
| Strategy Summary (XD) | Shares findings and strategic directions in an environment of collaboration and ideation. Experience models and research findings will be presented as inputs for working sessions with project team members and key SMEs. |

| Architect Stage | |
|---|---|
| **Document** | **Description** |
| *Design Documents* | |
| High Level System Design | Documents the Application modules to be configured, the Force.com functionality to be customized and developed and any custom mobile or external technologies to be developed. |
| ERD / Object Model | Documents the objects to be configured and developed and the relationships between them. |
| Security and Profile Matrix | Outlines the defined user roles and what features, functions and data they can access. |
| Integration Specification <Data Integration> | Defines what external systems and data will be integrated and how it will be accomplished. This includes the integration method(s), file specifications and / or WSDLs and the specific requirements for inserting, updating and publishing data. |
| Mobile Architecture <Custom Mobile> | Describes the mobile components and how they fit together with each other, with the Application, and within the Customer's technical environment. |
| Migration Strategy & Data Mapping <Data Migration> | Defines the specific data to be migrated to the Application and associated field mappings. The Data Migration Plan also outlines the overall approach from working with the Customer, to getting the data, to verifying the integrity of the migration process. |
| Annotated Wireframes <CXD> | Detailed box and line sketches that demonstrate page layout, key interactions and overall task flow. Supported with detailed descriptions for application functionality (can extend an existing wireframe or comp but annotations are often added once a wireframe or comp is finalized). |

| Architect Stage | |
|---|---|
| **Document** | **Description** |
| Design Comps <CXD> | A rough draft of the page layout of a proposed design idea. Typically the comp shows the design applied to one or two screens and does not include real data. |
| Style Guide <CXD> | Documents the set of standards that will be used for the design of the configured Application. (This includes standards on color, typography, backgrounds, textures, photography, layout, logo use, etc.) By documenting these design standards, Customer can apply the same design standard to other applications or extensions of an existing application at a later date. |
| *Other Architect Stage Items* | |
| Rebaselined Schedule and Budget | Revised schedule and budget reflecting plan to deliver the solution described in the approved Design Documents. |
| Testing Plan(s) | Describes how the system will be tested, including testing during the Construct Stage as well as Validation stage testing responsibilities and plan. |
| Training Plan <Training> | Documents how end users will be trained including the training content to be developed, the target user groups and use cases and any specific processes that need to be highlighted. |
| Change Impact Assessment <CM> | Identifies the ways in which impacted users' jobs will change as a result of the adoption of new technology or business processes, and ranks these changes based upon the degree of impact. |

| Construct Stage | |
|---|---|
| **Item** | **Description** |
| Configured Application | Version of the Application that is implemented according to the signed-off Design Documents. |
| Custom Mobile App (Mobile) | Version of the Mobile App that is implemented according to the signed-off Design Documents. |
| Change Readiness Assessment <CM> | Plan and activities to measure and monitor organizational readiness for change. |
| UX Pattern Library (XD) | Contains common solution components and describes their interactions. Vital to the longevity of a digital presence, it allows the site or app to be improved upon without the need of a UX architect, as experiential patterns have been already articulated. |
| Detailed / Annotated Wireframes (XD) | Helps demonstrate how a page and its components look, act and react. Covers interactions, state changes, display rules, animations and other pertinent information. |
| UX Usability Testing Findings (XD) | Documents the results and associated recommendations to Customer based on usability testing sessions using existing wireframes and / or UI comps. |
| Proof of Concept Clickable Prototype (XD) | A semi-functional example of the intended final user experience. Typically is composed of clickable versions of wireframes that highlight a few key activity sequences within the experience. |
| Detailed User Interface Design Comps (XD) | Represents fully, with pixel-perfect accuracy, the intended final appearance of each screen in the digital experience. Each screen will show the placement and appearance of each page element – buttons, text, photos and forms. |
| UI Style Guide (XD) | Assists with visual consistency of build and future solution evolution. It contains visual design guidelines such as logo usage, typography, colors, comp layouts, etc. |

| Validate Stage | |
|---|---|
| **Item** | **Description** |
| Deployment Plan | Documents the overall approach and plan for deploying the Professional Services to production. This document also defines the process for migrating custom code and functionality. |
| Governance Plan <If Included> | Defines the process for maintaining and enhancing the system post Go Live. The Governance Plan documents the steps and procedures for requesting, defining and approving changes and enhancements. |
| UAT Completion <only if SFDC DOES NOT own production deployment] | Successful completion of UAT and customer's agreement to move all SFDC work into Production constitutes final acceptance of the configured Application. |

| Deploy Stage | |
|---|---|
| **Item** | **Description** |
| User Stories Documentation / Product Backlog | Documents reflecting final version of the accepted User Stories that are implemented as part of the configured Application. |
| Configured Application Documentation <If Included> | <Add description to match any additional included documentation as described in section 1.3> |
| Training Deliverables <Training> | <Add description to match section 1.3> |
| Deployed Production Application (not a document) <only if SFDC owns production deployment] | Migrated configured Application deployed to the production environment |

## 2.          Appendix 2: Estimated Professional Services Hours and Fees

**Professional Services Summary**

<INSTRUCTIONS:  Insert feature estimate summary here as a picture (layout In Front of Text, adjust fixed cell height as necessary).  This is from the SPW "SOW Assets" tab and there are several options: full detail and summary and with or without cost (the latter being required for rate card projects).  If this is a fixed fee project, remove the areas in yellow above>

**Proposed Work Plan**

<INSTRUCTIONS:  Insert work plan here as a picture (layout In Front of Text, adjust fixed cell height as necessary) from the SPW "Step 7. Staffing Plan" tab with blank rows and columns hidden. >

**Professional Services Summary**

## 3.                    Appendix 3:  Change Control Process

The following provides a summary of the process to follow if a change to this SOW is desired:

- A project change request ("Change Request") will be the vehicle for communicating change.  The Change Request must describe the change, the rationale for the change and the effect the change will have on the Professional Services.
- The designated Customer project manager or SFDC project manager will review the proposed change and determine whether to submit the request to the other party.
- Both the Customer and SFDC project managers will review the proposed change and either approve it for further investigation, or reject it.  The investigation will determine the technical merits and the effect on the charges, schedule, and other terms and conditions of the SOW that may result from the implementation of the Change Request.  The parties will then decide either to accept or to reject the Change Request.
- A written Change Request Form (see the Change Request Form below) must be signed by both parties to authorize implementation of the Change Request.
- Once approved, a fully executed Change Order related to this SOW will be required in order to implement the requested change.

## 4.         **Appendix 3 (continued)**

| Change Request Form | |
|---|---|
| **Project:** | **Project Manager:** |
| **Phase:** | **Date Assigned:** |
| **Issue #:** | **Assigned to:** |
| **Title:** | **Date Due:** |
| **Submitted Date:** | **Closed Date:**          ____/____/_____ |

| **Description Of Change** |
|---|
| • |

| **Alternatives** |
|---|
| • |

| **Impact Analysis** |
|---|
| *For a Change Request, this field should include:* |
| • **Scope:** <br> • **Deliverables:** <br> • **Schedule:** <br> • **Budget:** <br> • **Resources:** <br> • **Risk:** <br> • **Priority:** |

| **Dependencies** |
|---|
| • |

| **Recommendation** |
|---|
| • |

| **Related Documents** |
|---|
| • |

| **Resolution** |
|---|
| • |

| **SFDC Project Manager** | **Signature** | **Date** |
|---|---|---|
| ☐ Approved <br> ☐ Not Approved <br> Project Manager Name: <br><br> _____ | | <br><br><br>____/____20__ |
| **Customer Acceptor** | **Signature** | **Date** |
| ☐ Approved <br> ☐ Not Approved <br> Assigned To Name: <br><br> _____ | | <br><br>____/____20__ |

[INSTRUCTIONS:  If Marketing Cloud functionality is not in scope, remove this section.  If MC components are in scope, populate with the *MC standard language library* sections that align with the expected scope.  Review the MC SLL additions in detail - specifically to make sure that things that are listed in the MC SLL as 'exclusions' are not things that are included in the functional scope of this SOW.]

## 5.  Appendix 4:  Marketing Cloud Scope

The following Professional Services related to to the Marketing Cloud Application components are in scope: