



## MASTER SPONSORSHIP AGREEMENT

<b>Company Full Legal Name:</b>	
<b>Company Address:</b>	

This Salesforce Master Sponsorship Agreement is between Salesforce, as defined below and the company named above. This Salesforce Master Sponsorship Agreement governs your participation as a Sponsor, as defined below. Execution of this Salesforce Master Sponsorship Agreement by company named above constitutes the acceptance of this agreement on behalf of the company named above and its parent and affiliate companies. This Agreement is effective as of the Effective Date. The parties agree as follows:

**1. DEFINITIONS.** The defined terms used in this Agreement with initial letters capitalized have the meanings given below, or as set out elsewhere in this Agreement:

"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 Salesforce Master Sponsorship Agreement, that incorporates by reference, the Salesforce Events Code of Conduct, the Salesforce Partner Branding and Logo Usage Policies and Guidelines and any additional terms incorporated by reference and additional terms as mutually agreed in writing by the parties and attached from time to time as Exhibit B.

"Code of Conduct" means the Salesforce Events Code of Conduct located at [https://success.salesforce.com/Ev\\_SiteCOC](https://success.salesforce.com/Ev_SiteCOC).

"Confirmation Email" means an email from Salesforce to Sponsor confirming Sponsorship at a specified Sponsorship Level.

"Effective Date" means the date of the Confirmation Email in connection with the first Order subject to this Agreement.

"Event" means the following events organized by Salesforce: Dreamforce 2019, World Tour 2019 in the United States and Canada, World Tour 2019 EMEA, World Tour 2019 Sydney, Salesforce Connections 2019 in the United States, Salesforce Basecamp 2019 in the United States, Sales Kickoff 2019 in the United States, Trailhead Live 2019 in the United States and TrailheaDX 2019 in the United States, or other events made available by Salesforce from time to time pursuant to an Order.

"Materials" means any materials provided by Sponsor in connection with the Sponsorship.

"Order" means, collectively, the Sponsorship Application and Order originated by Salesforce, substantially in the form attached to this Agreement as Exhibit A. By entering into an Order hereunder, an Affiliate agrees to be

bound by the terms of this Agreement as if it were an original party hereto.

“Prospectus” means the Sponsorship prospectus, as described in the applicable Order.

“Salesforce” means the company described in section Who You Are Contracting With, Governing Law and Jurisdiction.

“Salesforce Partner Branding and Logo Usage Policies and Guidelines” means the guidelines located at [https://partners.salesforce.com/s/education/general/Branding\\_Guidelines](https://partners.salesforce.com/s/education/general/Branding_Guidelines)

“Sponsor” means the party sponsoring an Event(s) or a marketing program that includes an Event(s) as described in the applicable Order and confirmed by Salesforce via a Confirmation Email.

“Sponsorship” means participation as a Sponsor.

“Sponsorship Benefits” means the benefits Sponsors will receive, as described in the applicable Prospectus.

“Sponsorship Fees” means the fees for sponsorship and the benefits as described in the applicable Order.

“Sponsorship Level” means the sponsorship level for which Sponsor has been confirmed to participate via a Confirmation Email.

“You” or “Your” means the Sponsor.

**2. Sponsorship Application and Orders.** From time to time, You may execute and submit an Order to request Sponsorship. Each Order incorporates the terms of this Agreement, except to the extent stated otherwise in the Order. To the extent of any conflict between this Agreement and any Order, the terms of this Agreement will govern. Upon confirmation of Sponsorship by a Confirmation Email from Salesforce to You, the Order You executed will be deemed an agreement between You and Salesforce in relation to the Order. You understand and agree that You are not a Sponsor unless Salesforce sends You a Confirmation Email. Salesforce will have no obligations to You, if You are not selected for Sponsorship. By submitting an Order You are requesting to be considered for Sponsorship. If Sponsorship Levels are available, You agree that You are obligated to participate at the highest Sponsorship Level that You have selected and that Salesforce has confirmed acceptance of via a Confirmation Email. For example, if You request Sponsorship to be considered at the Platinum Level and Salesforce confirms Sponsorship at the Platinum Level You are obligated to sponsor at such Platinum Sponsorship Level. By executing this Agreement, neither party nor their Affiliates are obliged to enter into any Order.

### **3. Term and Termination.**

- a. **Term.** The Term of this Agreement will commence on the Effective Date and will end on the later of December 31, 2019 or the completion of the latest executory Order, unless earlier terminated by either party in accordance with the terms of this Agreement. Each Order begins on the date the Confirmation Email is sent from Salesforce and continues until all obligations under the Order have been performed.
- b. **Termination of an Order by Sponsor.** Sponsorship Fees are non-refundable regardless of the reason for termination by Sponsor. If Sponsor wishes to terminate an Order, Sponsor must send notice of termination in writing to the Salesforce notice contact specified in the applicable Order. Termination notice must be via certified mail, return receipt requested, with a copy to attention: General Counsel, Salesforce.com, inc., 415 Mission, 3<sup>rd</sup> Floor, San Francisco, California, 94105, U.S.A. Sponsor will be liable for 100% of the Sponsorship Fees. Sponsor’s failure to occupy an

exhibit Event space (“Space”) at the commencement of an Event will constitute termination of the Event Sponsorship by Sponsor, for which Sponsor will be liable for 100% of the Sponsorship Fee.

- c. **Termination of Agreement by Salesforce.** Salesforce may immediately upon written notice terminate this Agreement, in whole or in part, with or without cause. Upon termination of the Agreement for cause, Salesforce may terminate all existing Orders governed under this Agreement, Sponsors will pay all unpaid Sponsorship Fees of all Orders in effect as of the date of termination. For purposes of clarity, in no event will termination of the Agreement for cause relieve any Sponsor of its obligations to pay any Sponsorship Fees payable to Salesforce. All such Sponsorship Fees will be paid no later than thirty (30) days after the date of notice of termination. In the event of termination of the Agreement by Salesforce for convenience, Salesforce’s sole liability and exclusive remedy to any of the parties under this Agreement will be a refund of the Sponsorship Fees prepaid for any Orders terminated by Salesforce in the notice of termination, less any fees for the Sponsorship Benefits the Sponsor has received through the date of termination. Upon termination of this Agreement the parties will not be able to enter into further Orders pursuant to this Agreement, and Salesforce reserves the right to terminate any Orders governed by this Agreement.
- d. **Cancellation of an Event by Salesforce.** Salesforce reserves the right to cancel an Event for any reason at any time upon written notice to Sponsor. Upon cancellation of an Event by Salesforce for cause, including but not limited to, Sponsor’s breach of the Agreement or Sponsor’s failure to pay the Sponsorship Fee in full, Sponsor will not be entitled to, and Salesforce will not pay Sponsor, any refund of any Sponsorship Fees paid as of the date of cancellation. In no event will cancellation relieve Sponsor of its obligations to pay any Sponsorship Fees payable to Salesforce. In the event of a cancellation of an Event without cause, Salesforce’s sole liability to Sponsor, and Sponsor’s exclusive remedy, will be a pro-rata refund of the Sponsorship Fees prepaid prior to notice of such cancellation for the cancelled Event less any fees for the Sponsorship Benefits the Sponsor has received through the date of termination of such Event.

Sponsor understands and agrees that, if during an Event, Sponsor engages in, hosts or sponsors a Prohibited Activity (as defined below) Salesforce may in its sole discretion terminate the Agreement as it pertains to Sponsor or any of its Affiliates and exclude Sponsor and its Affiliates from the Event and any other Events without a refund to any Sponsor or Affiliate. Prohibited Activities include, but are not limited to: (i) sharing of Event badges, (ii) Sponsor hosting a meeting or function (including, without limitation, formal sessions and food/entertainment events that: (x) conflict with the Event’s daily schedule, (y) target Event attendees or (z) which Sponsor charges Event attendees to attend or participate. Any violation of the foregoing, including use of Salesforce Marks, Event messaging or otherwise in connection with the Prohibited Activities shall constitute a material breach by Sponsor.

- e. **Termination of an Order by Salesforce.** Salesforce reserves the right to terminate an Order or any portion thereof. Upon termination of an Order or any portion thereof, by Salesforce for cause, including but not limited to, Sponsor’s breach of the Agreement or Sponsor’s failure to pay the Sponsorship Fees in full, Sponsor will not be entitled to, and Salesforce will not pay Sponsor, any refund of any Sponsorship Fees paid as of the date of termination. In no event will termination relieve Sponsor of its obligations to pay any Sponsorship Fees payable to Salesforce. In the event of termination of an Order without cause, Salesforce’s sole liability to Sponsor, and Sponsor’s exclusive remedy, will be a pro rata refund of any Sponsorship Fees which have been received by Salesforce less any fees for the Sponsorship Benefits the Sponsor has received through the date of termination of such Order.

#### 4. Sponsorship Fees and Payment Terms.

Except as otherwise agreed to in writing by Salesforce in the applicable Order, Sponsor will pay the Sponsorship Fees within thirty (30) days of the invoice date, which invoice may be provided by a third party vendor of Salesforce. If You are confirmed as a Sponsor less than thirty (30) days before the first scheduled Event under the applicable Order, the invoice will be due upon receipt.

If Sponsor has not paid the Sponsorship Fees in full in accordance with the terms set forth above, Sponsor may not participate in the Event and/or receive the Sponsorship Benefits, unless otherwise agreed by Salesforce in writing or email, and remains liable to Salesforce for the full Sponsorship Fees. Only the following forms of payment will be accepted: direct debit, by check, or bank transfer payable to Salesforce (the company described in section Who You Are Contracting With, Governing Law and Jurisdiction). No credit card payments will be accepted. PLEASE NOTE: You are responsible for paying the Sponsorship Fees set forth in the Order, regardless of whether it reflects any agreed modifications. Therefore, please make sure to enter only the final amounts agreed to with Salesforce.

## 5. Event Logistics.

- a. **Location and Time.** An Event is scheduled for the location, date and time specified in the applicable Prospectus. Sponsor acknowledges and agrees that Salesforce may, at any time, reschedule the location, date, time, and/or logistics of an Event. Salesforce will attempt to notify Sponsor of any such changes as far in advance as possible, provided that no such scheduling change will be deemed a cancellation by Salesforce. If Sponsor wishes to cancel its Sponsorship of such Event, Salesforce will have no obligation to refund to Sponsor any portion of the Sponsorship Fee prepaid by Sponsor prior to Sponsor's cancellation of its Sponsorship. Salesforce will notify Sponsor, in advance of the Event, the dates, times and logistics for load-in, set-up, breakdown and load out, to which Sponsor will adhere, unless Sponsor is otherwise notified by Salesforce.
- b. **Exhibit Space Allocation.** If applicable, Salesforce will assign Sponsor a Space according to Salesforce's internal booth queue policies, which among other things may include, in Salesforce's sole discretion and without limitation, such factors as the amount of Sponsorship Fees committed by the Sponsor and when the Sponsor's Order was confirmed by a Confirmation Email. If Sponsor selects booth space and cancels any portion of their sponsorship investment, Sponsor will forfeit the selected Space and move to the bottom of the booth queue. Salesforce reserves the right, in its sole discretion, to change the location, size, layout, and arrangement and display restrictions of the Space. Sponsor purchases only the right to exhibit and market within the confines of the Space. Distribution of marketing materials outside the Space is strictly prohibited. Sponsor also agrees to abide by any terms or requirements of the venue or exhibit space. Salesforce reserves the right, but not the obligation to review and approve all Materials to be displayed, distributed or used by Sponsor in connection with its Sponsorship. Upon request, Sponsor agrees to provide any such Materials for Salesforce's prior review and written approval. Parties understand and agree that Salesforce's review or approval of any such Materials does not limit the Indemnified Parties (as defined below) right to indemnification.
- c. **Sponsor's Use of Exhibit Space.** Salesforce's provision of the Space includes only the items set forth in the applicable Prospectus. Sponsor is responsible, including any costs or expenses, for any goods or services that are not listed in the Prospectus. Sponsor agrees to abide by the Code of Conduct.
- d. **Authorization of Sponsor's Participation.** Sponsor authorizes Salesforce to record Sponsor's participation at an Event(s) (e.g., presentations), including participation by Sponsor's personnel, agents or representatives, and create transcriptions and derivative works therefrom in any medium. Sponsor authorizes Salesforce to use, reproduce, excerpt, copyright, translate, distribute, transmit,

and publicly perform any such recordings, transcriptions or derivative works in connection with the Event(s).

**6. Use of Salesforce Marks.** Sponsor agrees not to use any trademarks, trade names, logos, slogans or other intellectual property owned by Salesforce, its Affiliates or subsidiary companies (“Salesforce Marks”), except as permitted in advance by Salesforce in writing. If such permission is granted, Sponsor will comply with the *Salesforce Partner Branding and Logo Usage Policies and Guidelines*, which Sponsor hereby acknowledges receiving. In its sole discretion, Salesforce may withhold or withdraw permission to display items or distribute souvenirs, advertising or any other material containing the Salesforce Marks. **Sponsor may not issue any announcement or press release regarding Sponsorship, without the prior written consent of Salesforce.**

**7. No Endorsement.** Sponsor will not state or imply that its products or services are endorsed by Salesforce or its Affiliates or subsidiary companies and no approval by Salesforce of any of Sponsor’s content or Sponsorship will be deemed an endorsement.

**8. Representations and Warranties.** You represent and warrant that: (i) You have the authority to enter into this Agreement and to bind Your Parent and Affiliate companies to the terms of this Agreement; (ii) Your Sponsorship will not violate any other agreement or understanding between You and a third party; (iii) Sponsor will reimburse Salesforce for any losses Salesforce incurs resulting from any damage to the personal property of, or any personal injury to, Salesforce, the Event location owner (“Location Owner”), or any of their employees or contractors in connection with the Event; (iv) Materials provided by Sponsor will not infringe or misappropriate any third party rights; (v) You will not, at any time, directly or indirectly, offer anything of value to a government official and (vi) that You will comply with all applicable laws, including but not limited to, Foreign Corrupt Practices Act and the United Kingdom Bribery Act.

**9. Indemnification.** You will indemnify and hold harmless Salesforce, its parent, Affiliates and subsidiary companies (the “Indemnified Parties”) for and from any alleged or actual claim for any costs, losses, or fines, penalties, or expenses (including reasonable attorneys’ fees) arising from or related to: (i) any damages to real or personal property, or personal injury to any person, directly or indirectly caused by Your or Your employees, representatives, or contractors in connection with Your Sponsorship; (ii) any failure to comply with any applicable laws, ordinances, rules, directives and regulations; and (iii) the Indemnified Parties use of any Materials provided by You. This provision will survive the termination or expiry of this Agreement.

**10. Sponsorship Benefits.** The Sponsorship Benefits associated with each Sponsorship are specified in the applicable Prospectus, attached or incorporated by reference into an Order, which Sponsor hereby acknowledges receiving and which is incorporated by reference into this Agreement. Only the relevant Sponsor under the applicable Order will receive the Sponsorship Benefits and only such Sponsor may enforce rights arising under the applicable Order. Sponsor will not sell, rent, transfer, assign, lease or share any Sponsorship Benefits, including, but not limited to, access to galas, dinners or concerts without Salesforce prior written approval.

- a. **Scanning at an Event:** If provided as a Sponsorship Benefit, Salesforce will make third party scanning technology available to Sponsor for Event attendee badge scans at Sponsor’s booth or eligible Event sessions. It is the responsibility of Sponsor to comply with data privacy laws regarding collection and use of personal data from Event attendees. Sponsor agrees to provide a notice at the point of collection/badge scanning that informs Event attendees that when they allow Sponsor to scan their badge, they are consenting to Sponsor’s use of their personal data for Sponsor’s own marketing purposes and subject to Sponsor’s privacy policy. Parties agree that Salesforce makes no representations or warranties regarding the collection and or use of any data collected by Sponsor at the Event.

b. **Attendee Registration List:** If Salesforce decides in its sole discretion to provide Sponsor with any Event registrant information (“Attendee List”), Sponsor agrees it will not sell, rent, transfer, assign, lease or share the Attendee List. Sponsor will treat the Attendee List as confidential information and will comply with all applicable laws in use of the Attendee List. Furthermore, Sponsor will indemnify the Indemnified Parties for any third party claims that may result from Sponsor’s use of the Attendee List.

**11. Limitation of Liability.** NEITHER PARTY NOR THE EVENT LOCATION OWNER (“LOCATION OWNER”) SHALL BE LIABLE TO THE OTHER PARTY FOR INCIDENTAL, INDIRECT, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES OF ANY KIND OR NATURE, INCLUDING WITHOUT LIMITATION LOST REVENUES OR PROFITS, WHETHER SUCH LIABILITY IS ASSERTED ON THE BASIS OF CONTRACT (INCLUDING, WITHOUT LIMITATION, THE BREACH OF THIS CONTRACT OR ANY TERMINATION OF THIS CONTRACT), TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY), OR OTHERWISE, EVEN IF THE OTHER PARTY OR THE LOCATION OWNER HAS BEEN WARNED OF THE POSSIBILITY OF ANY SUCH LOSS OR DAMAGE IN ADVANCE. IN NO EVENT, SHALL THE AGGREGATE LIABILITY OF SALESFORCE TOGETHER WITH ALL OF ITS AFFILIATES ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED TWENTY-FIVE THOUSAND DOLLARS (\$25,000).

**12. No partnership or Agency.** Nothing in this Agreement is intended to, nor will be deemed to, establish any partnership, joint venture, or agency relationship between any of the parties, nor authorize any party to make or enter into any commitments for or on behalf of any other party.

**13. Successors and Assigns.** Salesforce may assign or delegate its rights and obligations under this Agreement in its sole discretion. Sponsor may not assign or delegate its rights and responsibilities under this Agreement to any person or entity without Salesforce’s written permission.

**14. Permission to use Materials.** You grant Salesforce and its employees, agents, contractors, subcontractors or representatives permission to use, reproduce, combine with other works, and publish worldwide, in all media, Sponsor’s trademarks, product names or descriptions and logo(s) and any materials Sponsor provides for the purpose of or as result of Sponsor's Sponsorship, including, without limitation, posting on web-sites, or publishing in other print or electronic media, brochures, newsletters, advertisements, and magazines. Salesforce may edit materials only as necessary to conform them to a given media, e.g., changing the size of an image, but will not modify Sponsor’s trademarks or logos in any other way without Sponsor’s prior written consent.

**15. Who You Are Contracting With, Governing Law and Jurisdiction.** Who You are contracting with under this Agreement, what law will apply in any dispute or lawsuit arising out of or in connection with this Agreement, and which courts have jurisdiction over any such dispute or lawsuit, depend on the terms set forth directly below.

Event Location:	You are contracting with:	The governing law is:	The courts having exclusive jurisdiction are located in:
The United States of America,	Salesforce.com, inc., a Delaware corporation	California	San Francisco, California

Australia	Salesforce.com Singapore Pte. Ltd, a Singapore private limited company if Sponsor's billing address is outside of Australia or New Zealand  SFDC Australia Pty Ltd if Sponsor's billing address is in Australia or New Zealand	New South Wales, Australia	New South Wales, Australia
Canada	Salesforce.com Canada corporation, a Nova Scotia corporation	Ontario	Toronto, Ontario, Canada
England	Salesforce.com EMEA Limited, a liability company incorporated in England	England	London, England
France	Salesforce.com France S.A.S.	England	London, England
Germany	Salesforce.com Germany GmbH	England	London, England
Italy	Salesforce.com Italy S.R.L	England	London, England
Netherlands	SFDC Netherlands B.V.	England	London, England
Japan	Kabushiki Kaisha Salesforce.com, a Japan corporation	Japan	Tokyo, Japan

Each party agrees to the applicable governing law above without regard to choice or conflicts of law rules or the United Nations Convention on the International Sale of Goods and to the exclusive jurisdiction of the applicable courts above.

**16. Insurance.** Sponsor agrees to maintain, at its sole cost and expense, the following insurance coverages and shall cause each of its agents, independent contractors and subcontractors attending the Event to maintain the same coverage from an insurer with A.M Best rating of at least A- VII (or local equivalent): (a) Workers' Compensation (or locally applicable social scheme) as required by law where Sponsor employs; (b) Employer's Liability insurance of not less than US\$1,000,000 per employee and per accident; and (c) Commercial General (or Public) Liability coverage of not less than US\$1,000,000 per occurrence and US\$2,000,000 in the aggregate. Where permitted by law, such policies shall contain a waiver of subrogation in favor of Salesforce. The insurance coverage described in this section shall not limit Sponsor's liability under the Agreement or by law. Upon request, Sponsor will provide certificates of insurance.

**17. Confidentiality and Authorization.** This Agreement, the Orders and the Sponsorship, are each confidential until publicly announced by Salesforce. You may not disclose the existence of this Agreement or the terms of this Agreement or the Orders to any third party without Salesforce's prior written consent. You hereby authorize Salesforce to provide Sponsor's contact information including address, phone number, fax number and primary logistics contact person information to the Salesforce events and marketing team, and any

Salesforce vendor contracted to conduct work related to the Sponsorship, as well as to any Location Owner and its employees, agents and contractors.

**18. Force Majeure.** Salesforce will not be liable in any manner whatsoever for acts of God, fires, strikes, accidents or other occurrences beyond its reasonable control, including but not limited to equipment failure (whether like or unlike any of those enumerated herein) that prevent Salesforce from partially or completely performing its obligations hereunder.

**19. Miscellaneous.** No waiver of any provision by either party will constitute a waiver of any other provision nor will any waiver be enforceable unless it is in writing signed by the parties. It is the intent of the parties that if a court finds any provision of this Agreement to be unenforceable, all other provisions will remain enforceable.

**23. Notices.** All notices required or permitted to be given under this Agreement will be in writing, reference this Agreement, and be delivered by hand, or dispatched by prepaid air courier or by registered or certified airmail, postage prepaid, addressed to the notice contact specified in an Order and any notices to Salesforce will include a copy to General Counsel at the address specified in Section 3.

**24. Entire Agreement.** This Agreement constitutes the complete agreement between the parties and supersedes all prior or contemporaneous agreements or representations, written or oral, concerning the subject matter hereof. This Agreement may not be modified or amended except in a writing signed by a duly authorized representative of each party.

By signing below, I agree to the terms of this Salesforce Master Sponsorship Agreement. I represent that I have the authority to bind the company named above and its parent and affiliate companies to the terms of this Agreement. Furthermore, I agree and understand that the company is not a Sponsor unless Salesforce sends a Confirmation Email. If you do not have such authority, or if you do not agree with these terms, you must not sign this Agreement and may not participate as a Sponsor.

Signature:	
Name (please print):	
Company Name:	
Title:	
Date:	
Email:	