



EVENTS MASTER SPONSORSHIP AGREEMENT

Company Full Legal Name:	
Company Address:	

This Salesforce Events Master Sponsorship Agreement is between Salesforce, as defined below and the company named above. This Salesforce Events Master Sponsorship Agreement governs your sponsorship of the Events, as defined below. Execution of this Salesforce Events 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 Events 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.

"Confirmation Email" means an email from Salesforce to Sponsor confirming sponsorship of an Event 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 2018, World Tour 2018 in the United States and Canada, World Tour 2018 EMEA, Salesforce Basecamp 2018 in the United States, Sales Kickoff 2018 in the United States, Trailhead Live 2018 in the United States and TrailheadDX 2018 in the United States, or other events as added by Salesforce from time to time pursuant to an Order.

"Order" means, collectively, the Event 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 Event 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

“Sponsor” means the party sponsoring an Event, as described in the applicable Order and confirmed by Salesforce via a Confirmation Email.

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

“Sponsorship Fee” means the fee 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 at an Event via a Confirmation Email.

“You or “Your” means the company named above together with its Affiliates which have signed Orders.

2. Event Sponsorship Application and Orders. From time to time, You may execute and submit an Order to request sponsorship (“Sponsorship”) of an Event. 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 of an Event 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 Event described in 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 as Sponsor of an Event. By submitting an Order for an Event and by requesting to be considered for Sponsorship at a specific Sponsorship Level, 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 to be considered at the Platinum Level for an Event and Salesforce confirms Sponsorship at the Platinum Level for such Event, You are obligated to sponsor the Event 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, 2018 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., The Landmark @ One Market, Suite 300, San Francisco, California, 94105, U.S.A. Sponsor will be liable for 100% of the Sponsorship Fees. Sponsor’s failure to occupy the Space (as defined below) 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 Fee prepaid fees for any Orders terminated by Salesforce in the notice 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 or Termination of an Order by Salesforce.** Salesforce reserves the right to cancel an Event or terminate an Order, or any portion thereof, for any reason at any time upon written notice to Sponsor. Upon cancellation of an Event or termination of an Order 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 or termination. In no event will cancellation or termination relieve Sponsor of its obligations to pay any Sponsorship Fees payable to Salesforce. In the event of a cancellation of an Event or termination of an Order without cause, Salesforce's sole liability to Sponsor, and Sponsor's exclusive remedy, will be a refund of the Sponsorship Fee prepaid prior to notice of such cancellation or termination.

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.

4. Sponsorship Fees and Payment Terms.

- a. **Event Payment Terms:** For all Events, except Dreamforce 2018 or as otherwise agreed to in writing by Salesforce, Sponsor will pay the Sponsorship Fee for the sponsorship and benefits as described in the applicable Order within thirty (30) days of the invoice date, which invoice may be provided by a third party vendor of Salesforce. In the event that You are confirmed as a Sponsor of an Event less than thirty (30) days before the Event start date, the invoice will be due upon receipt.
- b. **Dreamforce Payment Terms:** With respect to all Dreamforce sponsorships other than "A La Carte Sponsorships," Sponsor agrees to pay the Dreamforce Sponsorship Fee in accordance with the following payment schedule: If Salesforce accepts the Sponsor's Dreamforce Order on or before March 31, 2018, Salesforce will send Sponsor two invoices, one in approximately April 2018 and the other in approximately July 2018. Payment for each invoice, each of which will reflect fifty percent (50%) of the total Sponsorship Fee will be due and payable within thirty (30) days of the invoice date. If Salesforce accepts the Sponsor's Dreamforce Order between April 1, 2018 and August 15, 2018, Salesforce will send Sponsor one invoice in August 2018, which will be due and payable in full within thirty (30) days of the invoice date. If Salesforce accepts the Sponsor's Dreamforce Order between August 16, 2018 and September 15, 2018, Salesforce will send the Sponsor one invoice that will be due and payable in full immediately upon receipt but in no event later than five (5) days after the date of the invoice. If Salesforce accepts the Sponsor's Dreamforce Order on or after September 16, 2018, Salesforce will send the Sponsor one invoice that will be due and payable in full immediately upon receipt before the Event. For Dreamforce A La Carte Sponsorships Only: Sponsor agrees to pay the full Sponsorship Fees to Salesforce, within thirty (30) days of the invoice date for any Dreamforce A La Carte Sponsorship Orders confirmed by Salesforce by a Confirmation Email at least thirty-one (31) days before the Event. For Dreamforce A La Carte Sponsorship Orders confirmed by Salesforce by a Confirmation Email within thirty (30) days of the Event, Sponsorship Fees will be due and payable in full immediately upon receipt of invoice before the Event.

If Sponsor has not paid the Sponsorship Fee in full in accordance with the terms set forth above, Sponsor may not participate in the Event, unless otherwise agreed by Salesforce in writing or email, and remains liable to Salesforce for the full Sponsorship Fee. 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 Location and Time. An Event is scheduled for the location, date and time specified in the applicable Order. 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.

6. Exhibit Space Allocation. If applicable, Salesforce will assign Sponsor an exhibit space ("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 Sponsor materials to be displayed, distributed or used by Sponsor in connection with its Sponsorship of the Event ("Sponsor Materials"). Upon request, Sponsor agrees to provide any such Sponsor 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.

7. 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.

8. 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 the Event, or Sponsor's Sponsorship of the Event, without the prior written consent of Salesforce.**

9. 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 participation in the Event will be deemed an endorsement.

10. Authorization of Sponsor's Participation. Sponsor authorizes Salesforce to record Sponsor's participation in the Events (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 Events.

11. 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 participation in the Event 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) that no materials provided by Sponsor in connection with the Event will infringe or misappropriate any third party's 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.

12. 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 the Event; (ii) any failure to comply with any applicable laws, ordinances, rules, directives and regulations; and (iii) the Indemnified Parties use of any content provided by You. This provision will survive the termination or expiry of this Agreement.

13. Sponsorship Benefits. The Sponsorship Benefits associated with each Sponsorship Level are specified in the applicable Event 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. If Salesforce decides in its sole discretion to provide Sponsor with any Event attendee, personal or registrant information ("Attendee Information"), Sponsor agrees it will not sell, rent, transfer, assign, lease or share the Attendee Information. Sponsor will treat the Attendee Information as confidential information and will comply with all applicable laws in use of the Attendee Information. Furthermore, Sponsor will indemnify the Indemnified Parties for any third party claims that may result from Sponsor's use of the Attendee Information. 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.

14. 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).

15. 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.

16. 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.

17. 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 of the Event, 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.

18. 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 Effective February 1, 2018 the contracting entity will be SFDC Australia Pty Ltd	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.

19. 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. Employer's Liability insurance of not less than US\$1,000,000 per employee and per accident; (b) 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.

20. Confidentiality and Authorization. This Agreement, the Orders and the Event, 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 for the Event, as well as to the Location Owner and its employees, agents and contractors.

21. 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.

22. 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 Events 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 the sponsor of an Event 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 of an Event.

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



Exhibit A
Event Sponsorship Application and Order

Your execution of this Salesforce Event Sponsorship Application and Order confirms Your acceptance of the Salesforce Events Master Sponsorship Agreement. This Event Sponsorship Application and Order is governed by the Salesforce Events Master Sponsorship Agreement. All capitalized terms not defined in this Order have the respective meanings set forth in the Salesforce Events Master Sponsorship Agreement.

Name of Event	
Location of Event	
Event Date	
Prospectus (Hyperlink)	
Sponsorship Level & Fees	
A La Carte Item & Fee (if applicable)	
Total Sponsorship Fees	
Purchase Order (if applicable)	
Company (full legal name indicating entity type)	
Company Address (principal place of business)	
Company Contact for Billing Notices (first and last name and email address)	
Company Address for Legal Notices (if different from above)	
Company Contact For Event Logistics (first and last name and email address)	
Salesforce Notice Contact	partnersuccess@salesforce.com
Additional Terms	

By signing below, I agree to the terms of this Order and the Salesforce Events Master Sponsorship Agreement. I represent that I have the authority to bind the company set forth in the Order to the terms of this Order and the Salesforce Events Master Sponsorship Agreement. Furthermore, I agree and understand that the company is not the sponsor of the Event unless Salesforce sends a Confirmation Email. Salesforce will have no obligations under this Order, if the company set forth above is not selected as a Sponsor of the Event.

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