



Order Form Supplement for Salesforce's Consumer Goods Cloud Package, Mobile Sync Package & Modeler

This is a legally binding agreement. Please read it carefully. By clicking "I Accept", or installing or using the Consumer Goods Cloud Package, Consumer Goods Cloud Mobile Sync Package and Consumer Goods Cloud Modeler software and/or any updates to such software provided by Salesforce (the "Software"), you:

- agree to the following terms on behalf of the Salesforce customer with which you are employed, affiliated or associated (the "Customer"),
- represent that you have the authority to bind the Customer to these terms, and
- represent that you are an authorized User under the MSA between Salesforce and the Customer.

If you do not have such authority, are not an authorized User, or do not agree to these terms, you may not install or use the Software.

This Order Form Supplement was last updated on April 4, 2022. It is effective between the Customer and Salesforce as of the date you first download, install or use the Software, whichever is earliest. You are responsible for reading and complying with any amended version of this Order Form Supplement that is posted at <http://www.salesforce.com/company/legal/agreements/> before such version can be made available by Salesforce via the Software.

1. THIS ORDER FORM SUPPLEMENT

This Order Form Supplement is a part of each order form by which the Customer ordered the Consumer Goods Cloud Service, or a Salesforce service incorporating the Consumer Goods Cloud service (an "Order Form"). The Order Form and this Order Form Supplement are governed by the MSA. This Order Form Supplement adjusts certain terms of the MSA, solely with respect to the Software. Capitalized terms used but not defined in this Order Form Supplement have the meanings given to them in the MSA.

2. THE SOFTWARE

The Consumer Goods Cloud Modeler software package allows Consumer Goods Cloud Service customers to build and modify the Consumer Goods Cloud mobile application from Supported Platform to customize User experience to the Customer's particular use case. A "Supported Platform" is a locally installed development software package as described in the documentation. The Consumer Goods Cloud Mobile Sync Package allows Customers to sync data between the Customer's Org and the mobile app. The Consumer Goods Cloud Package

adds objects and features that are specific to Consumer Goods Cloud to be used on the Customer's Org and on the Consumer Goods Cloud offline mobile app. The Software is provided by Salesforce as a component of the Consumer Goods Cloud Service.

3. WHOM YOU ARE CONTRACTING WITH

This Order Form Supplement is being entered into between the Salesforce entity named the Customer named on the Order Form. In this Order Form Supplement, "Salesforce" and "Customer" mean those entities, respectively.

4. SOFTWARE LICENSE

The Software, including software embedded in the Software, is licensed, not sold, to the Customer by Salesforce only under the terms of the MSA, the Order Form and this Order Form Supplement, and Salesforce reserves all rights not expressly granted to the Customer. This Software may include some third-party software; please see the Documentation for additional notices required by our licensors.

The Customer or you may own the media or device on which the Software is recorded or stored but Salesforce retains ownership of the Software itself.

5. PERMITTED LICENSE USES AND RESTRICTIONS

(a) This Order Form Supplement allows you, as an authorized User under the MSA, to use the Software on any Supported Platform and on no other environment or devices.

(b) With respect to updates to the Software that Salesforce may make available for download, this Order Form Supplement allows you to download such Software updates to update or restore the Software on any Supported Platform.

(c) Except as and only to the extent permitted by applicable law, or by licensing terms governing use of open-sourced components included with the Software, neither you nor any other Customer personnel may copy, decompile, reverse engineer, disassemble, attempt to derive the source code of, decrypt, modify, or create derivative works of the Software or Software updates, or any part thereof. Any attempt to do so is a violation of the rights of Salesforce and its licensors. If you or any other Customer personnel violate this restriction, you or they, and the Customer, may be subject to prosecution and damages.

(d) Neither you nor the Customer may rent, lease, lend, redistribute or sublicense the Software. The Customer may, however, allow other authorized Users under the MSA to use the Software in connection with a re-assignment of the Supported Platform to another authorized User under the MSA.

(e) The Software is available only for Supported Platforms, and is not available for all devices. Please check www.salesforce.com or contact your Salesforce representative to determine (i) whether a specific device and operating environment combination is supported

by the Software and (ii) whether a specific mobile device and mobile operating system version combination is supported by the Software.

(f) In addition to mobile applications offered by Salesforce (and for purposes of this section 5(g), “Salesforce” shall include any Affiliates of Salesforce), Salesforce may offer platforms for the creation of third-party mobile applications, including but not limited to the Salesforce1 platform. Third parties may obtain information from, or access data stored on, Users’ mobile devices to provide services associated with any third-party mobile applications that Users download, install, use, or otherwise interact with over a Salesforce platform. Salesforce’s mobile applications may also contain links or integrations to other mobile applications provided by third parties. Salesforce is not responsible for the security and privacy of data collected through third-party mobile applications or the privacy and security practices of the foregoing third parties.

(g) Without limiting the generality of anything herein, you acknowledge and agree that the Software may collect user or device data for the purposes of providing services or functions that are relevant to use of the Software.

(h) Without limiting the generality of anything herein, you are responsible for complying with applicable laws and government regulations in your use of the Software and with the Acceptable Use and External Facing Services Policy, available here: <https://www.salesforce.com/company/legal/agreements/>, as applicable.

6. TERM AND TERMINATION

Salesforce may terminate this Order Form Supplement at any time upon 30 days' notice to Customer without cause, or immediately upon notice to the Customer if any third party (including, but not limited to your network connectivity provider) restricts, prevents or ceases to authorize the installation or use of the Software on your Supported Platform or over your network. In addition, this Order Form Supplement shall terminate immediately and automatically upon any termination or expiration of the Customer's subscription to the Consumer Goods Cloud service. Upon any such termination or expiration, the Customer (including you) shall no longer be permitted to use the Software, and shall delete or destroy all copies of the Software in its (including your) possession.

Termination of this Order Form Supplement shall not entitle the Customer to any refund, credit, or other compensation from Salesforce under the MSA or any other agreement or from any third party.

7. SERVICE LEVEL AGREEMENT

Any service level agreement in effect between the Customer and salesforce.com shall not apply to the Software.

8. REQUIRED TERMS

(a) Salesforce is solely responsible for providing maintenance and support for the Software. Your Supported Platform's manufacturer(s), and your network operator(s) have no obligation to provide maintenance and support for the Software. Support requests, as well as questions, complaints or claims regarding the Software, may be directed to Salesforce Customer Support, which Users may contact by (i) logging a case by logging into the applicable Salesforce Services, clicking "Help & Training" and then "Log a Case," providing the requested information and clicking "Submit," or (ii) calling Salesforce customer support at +1-415-901-7010 (U.S. Pacific Time), +353-1- 440-3503 (Greenwich Mean Time) or +65-6302-5700 (Australian Eastern Time).

(b) To the fullest extent permitted by law, the Software is licensed "as is", "with all faults", and "as available" and you bear all risk of using it. Salesforce, on behalf of itself and respective affiliates, vendors, agents, and suppliers, gives no express warranties, guarantees, or conditions in relation to the Software. Accordingly, any representations, warranties and covenants in the MSA or Trust and Compliance Documentation regarding the privacy, security, certifications, or disaster recovery measures with respect to the Software or any data submitted to or accessed via the Software, are hereby disclaimed. You may have additional consumer rights under your local laws that this Order Form Supplement cannot change. Salesforce excludes any implied warranties or conditions, including those of merchantability, fitness for a particular purpose and noninfringement.

(c) To the extent not prohibited by law, you can recover from Salesforce only direct damages up to the amount you paid for the Software or \$1.00 USD, whichever is greater. You will not, and waive any right to, seek to recover any other damages, including consequential, lost profits, special, indirect or incidental damages from Salesforce. This limitation applies to anything related to Software or the services made available through the Software, and claims for breach of contract, breach of warranty, guarantee or condition, strict liability, negligence, or other tort to the extent permitted by applicable law. This limitation also applies even if repair, replacement, or refund for the Software does not fully compensate you for any losses; or if Salesforce knew or should have known about the possibility of damages.

(d) The Customer represents and warrants that (i) the Software will not be downloaded or used in, or transported to, a country that is subject to a U.S. Government embargo, or has been designated by the U.S. Government as a "terrorist-supporting" country, and (ii) neither the Customer nor any User is listed on any U.S. Government list of prohibited or restricted parties.

(e) Salesforce's address is Salesforce Tower, 415 Mission Street, 3rd Floor, San Francisco, CA, 94105, U.S.A.

(f) To the extent that any third-party terms are applicable when using the Software, each User must comply with such terms when using the Software.

9. MISCELLANEOUS

(a) You acknowledge and agree to Salesforce's privacy statement available at <http://www.salesforce.com/company/privacy/>, as may be amended from time to time.

(b) Subject to third-party terms to which Salesforce may be subject, you understand and agree that the functionality of the Software may in some circumstances include the sending of push notifications to you on your Supported Platform that are related to the operation of the Software, the underlying services, or other communications about Salesforce.

Please indicate whether you agree to the terms of this Order Form Supplement.