

End User License Agreement / Order Form Supplement for Slack for Android

This is a legally binding agreement. Please read it carefully. By clicking “I Agree,” or installing or using the Slack for Android software and/or any updates to such software (collectively, the “Software”) provided by Salesforce and/or its affiliates, including without limitation, Slack Technologies, LLC (“Slack”) (collectively Salesforce, its affiliates, with Slack, “Salesforce”), you either:

- Agree to the following terms in sections 1-11 on behalf of the Salesforce customer with which you are employed, affiliated or associated (“Customer”) and represent that you have authority to bind the Customer to these terms, and represent that you are an authorized User under the MSA between Salesforce and the Customer. All such users are “Customer Users” hereunder and this End User License Agreement constitutes an Order Form Supplement for such Customer Users. If you do not have such authority or are not an authorized User, you may only install or use the Software as a Non-Customer User.
- For all other users (each a “Non-Customer User”), agree to the terms in sections 1-3, and 12-19.

A. TERMS APPLICABLE TO ALL USERS

1. GENERAL TERMS

Google Inc. may, at any time and without notice, restrict, interrupt or prevent use of the Software, or delete the Software from your or the Customer's device, or require Salesforce to do any of the foregoing, without entitling the Customer or you to any refund, credit or other compensation from Salesforce or any third party (including, but not limited to, Google Inc. or your network connectivity provider).

This End User License Agreement/Order Form Supplement was last updated on April 4, 2022. It is effective between you 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 End User License Agreement/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.

You acknowledge and agree to the Slack Privacy Statement available at <https://slack.com/trust/privacy/privacy-policy> as may be amended from time to time.

2. TERMS REQUIRED BY GOOGLE INC.

(a) This End User License Agreement/Order Form Supplement constitutes an end user license agreement (EULA) in lieu of any license grant provided by Google to use the Software on a Supported Device. This End User License Agreement/Order Form Supplement is between the Customer or Non-Customer User and Salesforce only, and not with Google. Salesforce is solely responsible for the Software.

(b) The Google Play marketplace is owned and operated by Google Inc. Your use of Google Play is governed by a legal agreement between you and Google consisting of the Google Terms of Service (found at <http://www.google.com/accounts/TOS>) and the Google Play Terms of Service (found at https://play.google.com/intl/en-US_us/about/play-terms.html and together with the Google Terms of Service called the "Terms"). In addition, your use of Google Play is subject to the Google Play Business

and Program Policies (<http://play.google.com/about/android-developer-policies.html>). The Google Play Market Terms of Service, Google Play Business and Program Policies, and Google Terms of Service shall take precedence in that order in the event of a conflict between them, to the extent of such conflict.

(c) Salesforce is solely responsible for providing and Google has 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 through <https://slack.com/help/requests/new> to inquire via email, or at 1-415-630-7943 to inquire via phone. Any claims regarding the Software may be submitted via email to legal@slack.com.

(d) To the maximum extent permitted by applicable law, Google will have no warranty obligation whatsoever with respect to the Software, and will not be liable for any claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty. Salesforce shall not be required to provide a refund to you or to the Customer under any circumstances.

(e) Google shall not be responsible for addressing any claims by you, the Customer, Non-Customer User, or any third party relating to the Software or your or the Customer's possession and/or use of the Software, including but not limited to (i) product liability claims, (ii) any claim that the Software fails to conform to any applicable legal or regulatory requirement, or (iii) claims arising under consumer protection or similar legislation.

(f) Google shall not be responsible for the investigation, defense, settlement or discharge of any claim that the Software or your or the Customer's possession and use of the Software infringes a third party's intellectual property rights.

(g) The Customer or you represent and warrant 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 you, the Customer nor any User is listed on any U.S. Government list of prohibited or restricted parties.

(h) Salesforce's address is 415 Mission Street, Third Floor, San Francisco, CA 94105, U.S.A.

(i) Notwithstanding anything to the contrary in the MSA, Google Inc. and its subsidiaries are third-party beneficiaries of this Order Form Supplement, and have the right (and shall be deemed to have accepted the right) to enforce this Order Form Supplement against you and the Customer or the Non-Customer User.

(j) In order to continually innovate and improve Google Play, Google may collect certain usage statistics from Google Play and Supported Devices, including but not limited to, information on how Google Play and Supported Devices are being used. The data collected is examined in the aggregate to improve Google Play for users and developers and is maintained in accordance with Google's Privacy Policy. To ensure the improvement of the Software, limited aggregate data may be available to Salesforce upon its written request.

3. MISCELLANEOUS

(a) 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 Device that are related to the operation of the Software, the underlying services, or other communications about Salesforce.

(b) To the extent you use the Software to send SMS messages or make cellular voice calls, you may be subject to standard text messaging rates or other carrier charges.

B. TERMS APPLICABLE TO CUSTOMER USERS

4. THIS ORDER FORM SUPPLEMENT

This Order Form Supplement is a part of each Order Form by which the Customer ordered the Slack for Android service, or a Salesforce service incorporating the Slack for Android 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.

5. THE SOFTWARE

The Software allows Slack for Android Customers to use the Software from Supported Devices. A "Supported Device" is a combination of an Android device model and relevant Android software version(s) that is supported by the Software. The Software is provided by Salesforce as a component of the applicable service described in the Order Form.

The Software contains a feature that allows a Customer User to connect to his/her Salesforce account or Slack account, via the Software, if: (1) Customer User has a valid, active Salesforce account; (2) Customer User has a valid, active Slack account; and/or (3) the administrator who manages Customer User's Org has not disabled use of the feature. "Org" means a unique instance of the Services. Additional information regarding these technical infrastructure systems is available in the Documentation, accessible online at help.salesforce.com, via that page's link to the "Trust and Compliance" page.

6. 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.

7. 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. The Customer or you own the media or device on which the Software is recorded or stored but Salesforce and its licensors retain ownership of the Software itself.

8. 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 Device and on no other devices, except as otherwise set forth herein.

(b) You may not distribute or make the Software available over a network where it could be used by multiple devices at the same time.

(c) 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 Device.

(d) 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/or 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.

(e) 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 Device to another authorized User under the MSA.

(f) The Software is available only for Supported Devices, and is not available for all devices. Please check www.salesforce.com, www.slack.com, or contact your Salesforce representative to determine whether a specific device-Android software combination is supported by the Software.

(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.

9. 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, Google Inc., or your network connectivity provider) restricts, prevents or ceases to authorize the installation or use of the Software on your Supported Device 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 (a) the Slack for Android service, or (b) the Salesforce product that includes the Slack for Android 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.

10. SERVICE LEVEL AGREEMENT

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

11. USE OF DATA

The Software may obtain information from, or access data stored on, a Supported Device in order to provide the Slack for Android functionality. The Software may transmit information to and from your device to provide the Slack for Android functionality. The Software may provide Salesforce with information related to your use of the Slack for Android functionality, information regarding your computer system, and information regarding your interaction with the Software, which Salesforce may use to provide and improve the Slack for Android functionality and related products. The Software's access to information through your or the Customer's device does not cause that information to be Customer Data under the MSA or the Slack Privacy Statement.

C. TERMS APPLICABLE TO NON-CUSTOMER USERS

12. THE SOFTWARE

The Software allows users to use certain features relating to the user experience of Slack for Android Customers to use the Software from Supported Devices. A "Supported Device" is a combination of an Android device model and relevant Android software version(s) that is supported by the Software.

The Software contains a feature that allows a Non-Customer User to connect to his/her Salesforce account or Slack account, via the Software, if: (1) Non-Customer User has a valid, active Salesforce account; (2) Non-Customer User has a valid, active Slack account; and/or (3) the administrator who manages Non-Customer User's Org has not disabled use of the feature. "Org" means a unique instance of the Services. Additional information regarding these technical infrastructure systems is available in the Documentation, accessible online at help.salesforce.com, via that page's link to the "Trust and Compliance" page.

13. LICENSE GRANT & USE RESTRICTIONS

- (a) The Software, including software embedded in the Software, is licensed, not sold, to you by Salesforce or Slack only under the terms of this End User License Agreement, and Salesforce reserves all rights not expressly granted to you. Salesforce does not own the media or device on which the Software is recorded or stored, but Salesforce and its licensors retain ownership of the Software itself.
- (b) This End User License Agreement allows you, as a Non-Customer User, to use the Software on any Supported Device and on no other devices, except as otherwise set forth in section 12. A "Supported Device" is a combination of an Android device model and relevant Android software version(s) that is supported by the Software.
- (c) No rights are granted with respect to Software under, and the Software is not licensed or otherwise provided under, any main services agreement or other agreement between Salesforce or any Salesforce customer with which you are employed, affiliated or associated.
- (d) You may not distribute or make the Software available over a network where it could be used by multiple devices at the same time. You may not sell, resell, rent, lease, lend, redistribute, sublicense, or otherwise make the Software available.

(e) With respect to updates to the Software that Salesforce may make available for download, this End User License Agreement allows you to download such Software updates to update or restore the Software on any Supported Device.

(f) 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, you may not 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/or its licensors. If you violate this restriction, you may be subject to prosecution and damages.

(g) The Software is available only for Supported Devices, and is not available for all devices. Please check www.slack.com to determine whether a specific device-Android software combination is supported by the Software.

(h) Neither Salesforce nor its third-party providers warrant the Software will perform in accordance with any specifications, documentation, or other standards, perform in an uninterrupted capacity, be error-free or bug-free, provide complete or accurate data, nor do they make any warranties as to the results to be obtained from the use of the Software. Use of the Software and reliance thereon is at Non-Customer User's sole risk. Neither Salesforce nor its third-party providers will in any way be liable to Non-Customer User or any other entity or person for their inability to use the Software, or for any inaccuracies, errors, omissions, delays, computer viruses or other infirmity or corruption, damages, claims, liabilities or losses, regardless of cause, in or arising from the use of the Software. The Software is provided on an "as is" basis and without warranty or any technical support of any kind. No warranties, either express or implied, including but not limited to any implied warranty of merchantability, fitness for a particular purpose, title, non-infringement, or of any other type is provided hereunder. No oral or written information or advice given by Salesforce or its authorized representative shall create a warranty. Some jurisdictions do not allow the exclusion of implied warranties or limitations on applicable statutory rights of a consumer, so the above disclaimer, exclusions and limitations may not apply to you.

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(j) Salesforce may terminate this End User License Agreement at any time without cause. Upon any such termination or expiration, you shall no longer be permitted to use the Software, and shall delete or destroy all copies of the Software in your possession.

(k) Termination of this End User License Agreement shall not entitle you to any refund, credit, or other compensation from Salesforce under this agreement or any other agreement or from any third party.

(l) You will defend Salesforce against any claim, demand, suit or proceeding made or brought against Salesforce by a third party alleging that any of your data that you upload into the Software, or your use of the Software in breach of this Agreement, infringes or misappropriates such third party's intellectual property rights or violates applicable law (a "Claim Against Salesforce"), and will indemnify Salesforce

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(m) 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 Salesforce Acceptable Use and External Facing Services Policy, available here: <https://www.salesforce.com/company/legal/agreements/>, and the Slack Acceptable Use Policy, available here: <https://slack.com/acceptable-use-policy>, as applicable.

(n) 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.

(o) You may not use the Software to submit or link to any content that, in Salesforce's sole discretion:

- Infringes or violates the intellectual property or other rights of any person or entity;
- Intentionally interferes with the operation of the Software or other Salesforce products or services;
- Violates anyone's privacy or publicity rights;
- Breaches any duty of confidentiality that you owe to any person or entity;
- Is vulgar, offensive, inappropriate, harassing, defamatory, abusive, lewd, pornographic, obscene or otherwise objectionable;
- Contains or installs any viruses, worms, bugs, Trojan horses, malware or other code, files or programs designed or having the capability to disrupt, damage or limit the functionality of any software or hardware; or
- any content that Salesforce may reject for any reason in its sole discretion.

For clarity, and notwithstanding the foregoing, Customer Users are restricted from using the Software to submit or link to certain content as set forth in the MSA.

14. THIRD-PARTY COMPONENTS

The Software may include certain third-party components. Any applicable terms and/or notices required by Salesforce's licensors for such components may be disclosed within the Software, on the Google Play Store, on Slack's website, or as otherwise disclosed or made available by Salesforce.

15. FEEDBACK

If you provide or otherwise make available to Salesforce any suggestions, enhancement requests, recommendations, corrections or other feedback ("Feedback"), whether related to the Software or otherwise, then (a) you hereby acknowledge and agree that such Feedback is not confidential, and that your provision of such Feedback is gratuitous, unsolicited and without restriction, and does not place Salesforce under any fiduciary or other obligation; and (b) you hereby grant to Salesforce, to the maximum extent permitted under applicable law, a worldwide, royalty-free, fully paid-up, non-exclusive,

perpetual, irrevocable, transferable and fully sublicensable (through multiple tiers) license, without additional consideration to you or any third party, to reproduce, distribute, perform and display (publicly or otherwise), create derivative works of, adapt, modify and otherwise use, analyze and exploit such Feedback, in any format or media now known or hereafter developed, and for any purpose (including marketing or promotional purposes or testimonials).

16. USE OF DATA

The Software may obtain information from, or access data stored on, a Supported Device in order to provide the Slack for Android functionality. The Software may transmit information to and from your device to provide the Slack for Android functionality. The Software may provide Salesforce with information related to your use of the Slack for Android functionality, information regarding your computer system, and information regarding your interaction with the Software, which Salesforce may use to provide and improve the Slack for Android functionality and related products. The Software's access to information through your device does not cause that information to be Customer Data under the Slack Privacy Statement.

17. LIMITATION OF LIABILITY

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18. GOVERNING LAW

This End User License Agreement is governed by and shall be construed in accordance with the laws of the State of California, without regard to its conflict of laws rules. You expressly agree that the exclusive jurisdiction for any claim or dispute relating to this End User License Agreement and/or your use of the Software resides in the state and federal courts located in San Francisco County, California; and you further expressly agree to submit to the personal jurisdiction of such courts for the purpose of litigating any such claim or action. Notwithstanding the foregoing, Salesforce may seek injunctive relief in any court of competent jurisdiction.

19. GENERAL

This End User License Agreement, including any terms incorporated in this End User License Agreement, is the entire agreement between you and Salesforce relating to its subject matter, and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, relating to that subject matter; provided that nothing in this End User License Agreement will limit your obligations to Salesforce or any of its affiliates, or limit the rights of Salesforce or any of its affiliates, under any other agreement between Salesforce or any of its affiliates and (a) you or (b) any customer of Salesforce or any of its affiliates with which you are employed, affiliated or associated. If any provision of this End User License

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