

**ATTACHMENT VII  
END USER LICENSE AGREEMENT**

**Minimum End User License Terms**

**"Service"** means the online customer relationship management service made available by Salesforce.com from time to time at <http://www.salesforce.com> or other designated websites.

**"Users"** means Your employees, representatives, consultants, contractors or agents who are authorized to use the Service and have been supplied user identifications and passwords by You (or by Salesforce.com or Your reseller at Your request).

**"You"** and **"Your"** means the customer entity which has contracted to purchase licenses to use the Service subject to the conditions of these End User License Terms.

1. **Use of Service.**

- (a) User licenses cannot be shared or used by more than one User (but may be reassigned from time to time to new Users who are replacing former Users who have terminated employment with You or otherwise changed job status or function and no longer require use of the Service).
- (b) You (i) are responsible for all activities occurring under Your User accounts; (ii) are responsible for the content of all Your Data; (iii) shall use commercially reasonable efforts to prevent unauthorized access to, or use of, the Service, and shall notify Your reseller or Salesforce.com promptly of any such unauthorized use You become aware of; and (iv) shall comply with all applicable local, state, federal and foreign laws and regulations in using the Service.
- (c) You shall use the Service only for Your internal business purposes and shall not use the Service to: (i) send spam or any other form of duplicative and unsolicited messages other than marketing and promotional messages to 's customers and prospective customers as contemplated by the Service; (ii) harvest, collect, gather or assemble information or data regarding other users without their consent; (iii) knowingly transmit through or post on the Service unlawful, immoral, libelous, tortious, infringing, defamatory, threatening, vulgar, or obscene material or material harmful to minors; (iv) knowingly transmit material containing software viruses or other harmful or deleterious computer code, files, scripts, agents, or programs; (v) knowingly interfere with or disrupt the integrity or performance of the Service or the data contained therein; (vi) attempt to gain unauthorized access to the Service, computer systems or networks related to the Service; or (vii) harass or interfere with another user's use and enjoyment of the Service.

- (d) You shall not (i) modify, copy or make derivative works based on the Service or its underlying technology; or (ii) disassemble, reverse engineer or decompile any portion of the Service or its underlying technology.
2. **Services Provided.** Salesforce.com shall make the Service available to You pursuant to the terms and conditions set forth in this End User License Agreement. Salesforce.com will use commercially reasonable efforts to make the Service generally available 24 hours a day, 7 days a week, except for: (a) planned downtime (of which Salesforce.com shall give at least 8 hours notice via the Service and which Salesforce.com shall schedule to the extent reasonably practicable during the weekend hours from 6:00 p.m. PT Friday to 3:00 a.m. PT Monday); or (b) any unavailability caused by circumstances beyond Salesforce.com's reasonable control, including without limitation, acts of God, acts of government, flood, fire, earthquakes, civil unrest, acts of terror, strikes or other labor problems (other than those involving Salesforce.com employees), computer, telecommunications, Internet service provider or hosting facility failures or delays involving hardware, software or power systems not within Salesforce.com's possession or reasonable control, and network intrusions or denial of service attacks.
3. **Third-Party Providers.** Certain third-party providers, some of which may be listed on pages within Salesforce.com's website, offer the Service or products and services related to the Service, including implementation, customization and other consulting services related to customers' use of the Service and applications (both offline and online) that work in conjunction with the Service, such as by exchanging data with the Service or by offering additional functionality within the user interface of the Service through use of the Service's application programming interface. Salesforce.com does not warrant any such third-party providers or any of their products or services, whether or not such products or services are designated by Salesforce.com as "certified," "validated" or otherwise. Any exchange of data or other interaction between You and a third-party provider, and any purchase by You of any product or service offered by such third-party provider, is solely between You and such third-party provider. In addition, from time to time, certain additional functionality (not defined as part of the Service) may be offered by Salesforce.com to You, for an additional fee, on a pass-through or OEM basis pursuant to terms specified by the licensor and agreed to by You in connection with a separate purchase by You of such additional functionality. Your use of any such additional functionality shall be governed by such terms, which shall prevail in the event of any inconsistency with the terms of this End User License Agreement.
4. **Suggestions.** You agree that Salesforce.com shall have a royalty-free, worldwide, perpetual license to use or incorporate into the Service any suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by You or Your Users relating to the Service.
5. **Fees.** Contracted for fees for use of the Service represent a firm commitment: i.e., an order cannot be canceled during the term of the licenses, and the number of User licenses contracted for cannot be reduced in the middle of a license term.
6. **Termination.** You may not cancel or terminate an executed license order. User subscriptions will automatically renew for additional periods of one (1) year at the list price in effect at the time of renewal unless You give Your reseller notice of termination
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at least 30 days prior to the end of the relevant subscription term. Salesforce.com reserves the right to immediately terminate Your use of the Service without notice due to a breach of the terms of this End User License Agreement by You or any User.

7. **Data Storage.** You are entitled to a cumulative amount of 20 MB of storage per User license for no additional charge. You may purchase additional storage if necessary, and you may contact Your reseller for then-current rates.
8. **Support.** You are entitled to standard support from salesforce.com consisting of telephone help desk or online support services, as outlined at <http://www.salesforce.com/trainingsupport/standard-support.jsp>. In the event that You have purchased an upgraded support package, Your support contact information will be provided to You together with your initial account set up information.
9. **Federal Government End Use Provisions.** Salesforce.com provides the Service, including related software and technology, for ultimate federal government end use solely in accordance with the following. Government technical data and software rights related to the Service include only those rights customarily provided to the public as defined in this Agreement. This customary commercial license is provided in accordance with FAR 12.211 (Technical Data) and FAR 12.212 (Software) and, for Department of Defense transactions, DFAR 252.227-7015 (Technical Data – Commercial Items) and DFAR 227.7202-3 (Rights in Commercial Computer Software or Computer Software Documentation). If a government agency has a need for rights not conveyed under these terms, it must negotiate with salesforce.com to determine if there are acceptable terms for transferring such rights, and a mutually acceptable written addendum specifically conveying such rights must be included in any applicable contract or agreement.