

Salesforce Service Agreement – Sage People Customers

“**Addendum Services**” mean the Platform, to the extent that it is hosted on the Public Cloud Infrastructure. “Addendum Services” exclude, without limitation, any professional services, the Reseller Application, applications listed on the AppExchange, and other third party applications and services.

“**AppExchange**” means the online directory of on-demand applications that work with the SFDC Service, located at <https://appexchange.salesforce.com> or at any successor websites.

“**Applicable Law(s)**” means all relevant laws, regulations, court orders, government rules, judgments and legal directives in force from time to time applicable to Reseller or You in the provision or use of the Reseller Application or to Salesforce in the provision of the Platform generally (i.e., without regard to the nature of Your Data and/or Reseller’s or Your particular use or configuration of the Platform).

“**Documentation**” means the Trust and Compliance documentation for the Platform, and its usage guides and policies, as updated from time to time, accessible via help.salesforce.com or login to the applicable Addendum Service.

“**Platform**” means the online, Web-based platform service provided by SFDC to Reseller in connection with Reseller’s provision of the Reseller Application to You.

“**Public Cloud Infrastructure**” means the public cloud infrastructure hosting services, if any, that are used with respect to the Addendum Services.

“**Reseller**” means Sage People Limited.

“**Reseller Application**” means the Sage People Services.

“**Salesforce Reseller Agreement**” means Reseller’s agreement with Salesforce pursuant to which Reseller is providing the Platform as part of the Reseller Application to You.

“**SFDC**” means salesforce.com EMEA Limited.

“**SFDC Service**” means the online, Web-based service generally made available to the public via <https://www.salesforce.com> and/or other designated websites,

including associated offline components but excluding Third-Party Applications. For purposes of this SFDC Service Agreement, the SFDC Service does not include the Platform.

“Third-Party Applications” means online, Web-based applications and offline software products that are provided by third parties and are identified as third-party applications, including but not limited to those listed on the AppExchange and the Reseller Application.

“Users” means Your employees, representatives, consultants, contractors, agents and third parties with whom You conduct business who are authorized to use the Platform subject to the terms of this SFDC Service Agreement as a result of a subscription to the Reseller Application having been purchased for such User, and have been supplied user identifications and passwords by You (or by SFDC or Reseller at Your request).

“You” and **“Your”** means the customer entity which has contracted to purchase subscriptions to use the Reseller Application subject to the conditions of this SFDC Service Agreement, together with any other terms required by Reseller.

“Your Data” means all electronic data or information submitted by You as and to the extent it resides in the Platform or SFDC Service.

1. Use of Platform

Each User subscription to the Reseller Application shall entitle one User to use the Platform via the Reseller Application, subject to the terms of this SFDC Service Agreement, together with any other terms required by Reseller. User subscriptions 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 Platform). For clarity, Your subscription to use the Platform hereunder does not include a subscription to use the SFDC Service generally or to use it in connection with applications other than the Reseller Application. If You wish to use the SFDC Service or any of its functionalities or services other than those included in the Reseller Application, or to create or use additional custom objects beyond those which appear in the Reseller Application in the form that it has been provided to You by Your Reseller, visit www.salesforce.com to contract directly with SFDC for such services. In the event Your access to the Reseller Application provides You with access to the SFDC Service generally or access to any Platform or SFDC Service functionality within it that is in excess of the functionality described in the Reseller Application’s user guide, and You have not separately subscribed

under a written contract with SFDC for such access, then You agree to not access or use such functionality, and You agree that Your use of such functionality, or Your creation or use of additional custom objects in the Reseller Application beyond that which appears in the Reseller Application in the form that it has been provided to You by Your Reseller, would be a material breach of this Agreement.

If Your subscription to use the Platform hereunder includes Salesforce Mobile, You understand that prior to purchasing Salesforce Mobile, You should refer to the Mobile Device list located at <https://www.salesforce.com/mobile/devices/> for information on mobile devices that are supported by SFDC. You agree that SFDC will not provide any refunds, credits or other compensation or remedies in connection with Your purchase of Salesforce Mobile for any mobile devices that are not supported by SFDC. Third party mobile device, operating system and network connectivity providers may, at any time, cease distribution of, interrupt, deinstall and/or prevent use of Salesforce Mobile clients on supported mobile devices without entitling You to any refund, credit or other compensation or remedies.

Notwithstanding any access You may have to the Platform or the SFDC Service via the Reseller Application, Reseller is the sole provider of the Reseller Application and You are entering into a contractual relationship solely with Reseller. In the event that Reseller ceases operations or otherwise ceases or fails to provide the Reseller Application, SFDC has no obligation to provide the Reseller Application (except as set out in clause 10(b) below) or to refund You any fees paid by You to Reseller.

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 Platform and the SFDC Service, and shall notify Reseller or SFDC 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 Platform.

You shall use the Platform and the SFDC Service solely for Your internal business purposes and shall not: (i) license, sublicense, sell, resell, rent, lease, transfer, assign, distribute, time share or otherwise commercially exploit or make the Platform or the SFDC Service available to any third party, other than to Users or as otherwise contemplated by this SFDC Service Agreement; (ii) send spam or otherwise duplicative or unsolicited messages in violation of

Applicable Laws; (iii) send or store infringing, obscene, threatening, libelous, or otherwise unlawful or tortious material, including material that is harmful to children or violates third party privacy rights; (iv) send or store viruses, worms, time bombs, Trojan horses and other harmful or malicious code, files, scripts, agents or programs; (v) interfere with or disrupt the integrity or performance of the Platform or the SFDC Service or the data contained therein; or (vi) attempt to gain unauthorized access to the Platform or the SFDC Service or its related systems or networks.

You shall not (i) modify, copy or create derivative works based on the Platform or the SFDC Service; (ii) frame or mirror any content forming part of the Platform or the SFDC Service, other than on Your own intranets or otherwise for Your own internal business purposes; (iii) reverse engineer the Platform or the SFDC Service; or (iv) access the Platform or the SFDC Service in order to (a) build a competitive product or service, or (b) copy any ideas, features, functions or graphics of the Platform or the SFDC Service.

Your use of the Platform is subject to the technical restrictions for the Enterprise Edition of the Platform, details as updated from time to time and available [here](#).

Use of Addendum Services. You will be responsible for Your Users' compliance with the terms applicable to the Addendum Services, the Documentation and the order form between Reseller and You, and will comply with terms of service of any Third Party Applications with which You use Addendum Services. You will not: (i) make the Addendum Services available to, or use the Addendum Services for the benefit of, anyone other than You or Your Users, unless expressly stated otherwise in the Documentation, (ii) sell, resell, license, sublicense, distribute, make available, rent or lease the Addendum Services, or include the Addendum Services in a service bureau or outsourcing offering, (iii) use the Addendum Services or Third Party Applications to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights, (iv) use the Addendum Services or any Third Party Applications to store or transmit Malicious Code, (v) interfere with or disrupt the integrity or performance of the Addendum Services or third-party data contained therein, (vi) attempt to gain unauthorized access to the Addendum Services or its related systems or network, (vii) permit direct or indirect access to or use of the Addendum Services in a way that circumvents a contractual usage limit, or use any Addendum Services to access or use any SFDC intellectual property except as permitted under this Addendum or the Documentation, (viii) copy the Addendum Services or any part, feature, function or user interface thereof, (ix)

frame or mirror any part of any Addendum Services, other than framing on Your own intranets or otherwise for its own internal business purposes, or as permitted in the Documentation, (x) reverse engineer the Addendum Services (to the extent such restriction is permitted by law), or (xi) access any Addendum Services in order to build a competitive product or service or to benchmark with a non-SFDC product or service. Your or a User's intentional violation of the foregoing, or any use of the Addendum Services in breach of the SFDC Service Agreement, Documentation or the order form between Reseller and You, by You or Users that in SFDC's judgment imminently threatens the security, integrity or availability of SFDC's services, may result in SFDC's immediate suspension of the Addendum Services. SFDC will use commercially reasonable efforts under the circumstances to provide You with an opportunity to remedy such violation or threat prior to any such suspension. You may only submit to the Addendum Services, and use the Addendum Services to collect, store and/or process, Your Data in a manner that is permitted in the applicable Documentation and by applicable laws and government regulations.

External-Facing Services. If You subscribe to any Addendum Services for sending electronic messages or for the creation and hosting of, or for posting content on, external-facing websites, such use is subject to SFDC's External-Facing Services Policy at <https://www.salesforce.com/company/legal/agreements/>, as may be applicable to an Addendum Service and You are solely responsible for complying with applicable law in Your use of any cookies or other tracking technologies.

- 2. Third-Party Providers.** Reseller and other third-party providers, some of which may be listed on pages within SFDC's website and including providers of Third-Party Applications, offer products and services related to the Platform, the SFDC Service, and/or the Reseller Application, including implementation, customization and other consulting services related to customers' use of the Platform and/or the SFDC Service, and applications (both offline and online) that interoperate with the Platform and/or the SFDC Service such as by exchanging data with the Platform and/or the SFDC Service or by offering additional functionality within the user interface of the Platform and/or the SFDC Service through use of the Platform and/or SFDC Service's application programming interface. SFDC does not warrant any such third-party providers or any of their products or services, including but not limited to the Reseller Application or any other product or service of Reseller, whether or not such products or services are designated by SFDC as "certified," "validated" or otherwise. Any exchange of data or other interaction between You and a

third-party provider, including but not limited to the Reseller Application, and any purchase by You of any product or service offered by such third-party provider, including but not limited to the Reseller Application, is solely between You and such third-party provider. In addition, from time to time, certain additional functionality (not defined as part of the Platform or SFDC Service) may be offered by SFDC or Reseller 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 SFDC Service Agreement.

3. **Integration with Third-Party Applications.** If You install or enable Third-Party Applications for use with the Platform or SFDC Service, You acknowledge that SFDC may allow providers of those Third-Party Applications to access Your Data as required for the interoperation of such Third Party Applications with the Platform or SFDC Service. SFDC shall not be responsible for any disclosure, modification or deletion of Your Data resulting from any such access by Third-Party Application providers. In addition, the Platform and SFDC Service may contain features designed to interoperate with Third-Party Applications (e.g., Google, Facebook or Twitter applications). To use such features, You may be required to obtain access to such Third-Party Applications from their providers. If the provider of any such Third-Party Application ceases to make the Third-Party Application available for interoperation with the corresponding Platform or SFDC Service features on reasonable terms, SFDC may cease providing such Platform or SFDC Service features without entitling You to any refund, credit, or other compensation.
4. **Access by Reseller.** To the extent Reseller serves as the administrator of the Reseller Application for You, You acknowledge that Your use of the Reseller Application may be monitored by Reseller and Reseller may access Your Data submitted to the SFDC Service or Reseller Application. By agreeing to this SFDC Service Agreement, you are consenting to such monitoring and access by Reseller.
5. **Processing of Your Data.** SFDC's processing of Your Data is limited to the extent, and in such a manner as is necessary, for the performance of SFDC's obligations under its agreement with Reseller with regard to provisioning the Platform in connection with the Reseller Application and shall not include processing Your Data for any other purpose without Your or Reseller's written instruction as appropriate. For clarity, the following processing is deemed an instruction by Reseller and/or You: (a) processing necessary for the

performance of SFDC's obligations under its agreement with Reseller with regard to provisioning the Platform in connection with the Reseller Application; and (b) processing initiated by Your Users in their use of the Reseller Application.

6. **Return of Your Data.** You have thirty (30) days from the date of termination Your Reseller Application subscription term in which to request a copy of Your Data, which will be made available to You in a .csv format. Any modifications to such Your Data made by the Reseller Application outside of the Platform (if any) will not be captured in Your Data as returned and the return of any such modified data shall be the responsibility of Reseller.
7. **Proprietary Rights.** Subject to the limited rights expressly granted hereunder, SFDC reserves all rights, title and interest in and to the Platform and the SFDC Service, including all related intellectual property rights. No rights are granted to You hereunder other than as expressly set forth in this SFDC Service Agreement. The Platform and the SFDC Service is deemed SFDC confidential information, and You will not use it or disclose it to any third party except as permitted in this SFDC Service Agreement.
8. **Compelled Disclosure.** If either You or SFDC is compelled by law to disclose confidential information of the other party, it shall provide the other party with prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at the other party's cost, if the other party wishes to contest the disclosure.
9. **Suggestions.** You agree that SFDC shall have a royalty-free, worldwide, transferable, sublicenseable, irrevocable, perpetual license to use or incorporate into any SFDC products or services any suggestions, enhancement requests, recommendations or other feedback provided by You or Your Users relating to the operation of the Platform and/or the SFDC Service.

10. **Suspension and Termination; Platform Continuity**

Your use of the Platform and the SFDC Service may be immediately terminated and/or suspended upon notice due to (a) a breach of the terms of this SFDC Service Agreement by You or any User, (b) the termination of Reseller's agreement with SFDC pursuant to which Reseller is providing the Platform as part of the Reseller Application to You (for avoidance of doubt, the expiration or non-renewal of such agreement will not trigger this provision), and/or (c) a breach by Reseller of its obligations to SFDC with respect to the subscriptions it is providing to You in connection with this SFDC Service Agreement. If You

use the Reseller Application in combination with a SFDC Service Org other than the Org provisioned solely for use with the Reseller Application (a “Shared org”) You acknowledge and understand that (i) access to such Org, including the Reseller Application used in connection with such Org, may be suspended due to Your non-payment to SFDC or other breach of Your Agreement with SFDC, and (ii) in the event Your relationship with SFDC is terminated as a result of non-payment or other material breach of Your agreement with SFDC, Your Platform subscriptions would also be terminated. In no case will any such termination or suspension give rise to any liability of SFDC to You for a refund or other compensation.

Platform Continuity. In the event that SFDC terminates the SFDC Reseller Agreement because Reseller has become the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors or Reseller ceases business in the ordinary course (any of which would be an “**End of Operations Event**” or “**EOE**” for Reseller), SFDC will continue to make the Platform available to You and SFDC will take no self-initiated steps to (a) remove the Reseller Application from SFDC’s systems or (b) block Your access to the Reseller Application via the Platform for the remainder of Your current order term with Reseller (the “**Transition Period**”), provided that: (i) within sixty (60) days of Your receipt of an SFDC invoice You pay to SFDC all fees (if any) owed to SFDC with respect to the Platform pursuant to a separate order between You and SFDC; (ii) You remain in compliance with this SFDC Service Agreement; (iii) You are legally entitled to continued access to and use of the Reseller Application in combination with the Platform after an EOE through a written agreement with Reseller or its successor in interest in anticipation of or as a consequence of any EOE; and (iv) there are no legal or operational impediments to SFDC continuing to host the Reseller Application (as reasonably determined by SFDC). Notwithstanding SFDC’s continued provision of the Platform, You understand and acknowledge that SFDC shall not be responsible for providing (other than hosting “as is” subject to the above conditions), updating, maintaining or supporting the Reseller Application during the Transition Period. Your failure to update, maintain and support the Reseller Application may result in reduced Reseller Application functionality and/or an inability to use the Reseller Application.

- 11. Subscriptions Non-Cancelable.** Subscriptions for the Platform are non-cancelable during a subscription term, unless otherwise specified in Your agreement with Reseller.

12. No Warranty. SFDC MAKES NO WARRANTIES OF ANY KIND, INCLUDING BUT NOT LIMITED TO WITH RESPECT TO THE PLATFORM, THE SFDC SERVICE, AND/OR THE RESELLER APPLICATION, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE. TO THE MAXIMUM EXTENT PERMITTED BY LAW, SFDC DISCLAIMS ALL CONDITIONS, REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, WITH RESPECT TO THE PLATFORM, THE SFDC SERVICE, AND/OR THE RESELLER APPLICATION, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, SATISFACTORY QUALITY OR FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS.

13. No Liability. TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL SFDC HAVE ANY LIABILITY TO YOU OR ANY USER FOR ANY DAMAGES WHATSOEVER, INCLUDING BUT NOT LIMITED TO DIRECT, INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR DAMAGES BASED ON LOST PROFITS, COST OF PROCUREMENT OF REPLACEMENT GOODS OR SERVICES, LOST BUSINESS, LOSS OF USE, LOSS OF OR CORRUPTION OF DATA, HOWEVER CAUSED AND, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, WHETHER OR NOT YOU HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

14. Org Migration. Migration of an Org from infrastructure hosted by SFDC to the Public Cloud Infrastructure is subject to SFDC's prior written approval in its sole discretion. SFDC may provide such approval to Reseller. Migration of an Org to the Public Cloud Infrastructure will require planned downtime, during which it may be completely unavailable for use. Any existing service level agreement regarding the Addendum Services will not apply during an Org migration, however the parties will cooperate to minimize the impact of such downtime. SFDC will alert You and/or Reseller to actions You must take prior to the Org migration, such as updating hard-coded references, as further described at https://help.salesforce.com/apex/HTViewSolution?urlName=Updating-Hard-Coded-References-FAQ&language=en_US. In addition to SFDC's prior written approval of the migration of an Org as set forth above, migration of an Org to the Public Cloud Infrastructure is subject to availability on a quarterly basis, and the parties will cooperate reasonably to schedule such migration.

15. Further Contact. SFDC may contact You regarding new Platform and SFDC Service features and offerings, provided that SFDC will comply with its publicly available Privacy Statement (current version available here as of the Effective Date: https://www.salesforce.com/company/privacy/full_privacy.jsp),

including any instructions provided therein addressing how to unsubscribe from further communications.

16. Third Party Beneficiary. SFDC shall be a third party beneficiary to the agreement between You and Reseller solely as it relates to this SFDC Service Agreement.