

Cloud 10 Studios LLC. Standard Terms and Conditions of Purchase (English)

These CLOUD 10 STUDIOS LLC. STANDARD TERMS AND CONDITIONS OF PURCHASE (the “**Terms**”) govern the rights, remedies, and obligations of Cloud 10 Studios LLC. or an entity controlled by Cloud 10 Studios LLC. or subject to common control with Cloud 10 Studios LLC. (“**C10S**”) and a supplier (the “**Supplier**”) of items and materials, including products, hardware, software, furniture, equipment, and merchandise (“**Goods**”) and services (“**Services**”) under purchase orders issued by C10S and agreements, engagement letters, statements of work, or other documents executed by C10S and Supplier that refer to or incorporate these Terms (each a “**Purchasing Document**”).

1. **Online Documents.** The following documents, available at www.cloud10studios.com/legal/supplier, are incorporated into these Terms as of the date of the Purchasing Document and can be updated upon written notice (including email) to Supplier: (i) the CLOUD 10 STUDIOS AFFILIATE PURCHASING GUIDELINES (“**Affiliate Guidelines**”), (ii) the CLOUD 10 STUDIOS NON-EMPLOYEE TRAVEL AND EXPENSE GUIDELINES (“**Travel and Expense Guidelines**”)
2. **Quality and Security.** Supplier shall perform all of its obligations to C10S (i) with due care, skill and diligence, (ii) in a professional and workmanlike manner, (iii) in accordance with high industry standards and practices, (iv) in conformity with the specifications in the Purchasing Document, and (v) without a conflict of interest with respect to a third party. All results of the Services developed by Supplier, either alone or jointly with others, whether completed or in-progress (the “**Deliverables**”) shall conform to the relevant specifications in the Purchasing Document and, to the extent there are no directly relevant specifications, to high industry standards. All Goods shall be merchantable, free from defects in design, workmanship and materials, and conform to the specifications in a Purchasing Document. All Goods and Deliverables (including any item or process used by Supplier to provide the Services) shall be free of hidden features and security defects. No component of any of the Goods or Deliverables shall include any viruses, worms, time bombs, Trojan horses or other harmful or malicious code, files, scripts, agents or programs (“**Malicious Code**”). Supplier shall not transmit to C10S, or cause any C10S system to be exposed to Malicious Code. Supplier shall notify C10S in writing and in reasonable detail immediately upon becoming aware of the existence of any Malicious Code contained in a Good or Deliverable. If any Good or Deliverable contains Malicious Code, or if Supplier transmits any Malicious Code to an C10S system, Supplier shall cooperate with C10S, at Supplier’s expense, to promptly remove the Malicious Code and repair any corrupted files or data.
3. **Supplier Personnel.** Supplier shall determine the methods, details, and means of performing the Services. Unless set forth in a Purchasing Document, C10S will not control, direct, or supervise Supplier’s employees, independent contractors, vendors, agents, permitted subcontractors, and invitees (“**Supplier Personnel**”) in the performance of the Services. Supplier shall use adequate numbers of qualified individuals with suitable training, education, experience and skills to perform the Services. Supplier agrees to take all reasonable measures to ensure that Supplier Personnel will not engage in inappropriate conduct while performing Services for C10S and agrees that Supplier Personnel who engage in inappropriate conduct shall be removed and replaced immediately upon C10S’s reasonable request. Supplier shall require Supplier Personnel performing any of the Services to observe at all times the security, confidentiality, and safety policies of C10S. All Supplier Personnel shall meet the licensing, security, labor and site requirements for the locale where the Services are being performed. Supplier shall withhold and pay all amounts required for any employer or employee tax or contribution, including local, state and federal income tax, unemployment insurance and disability insurance. All Supplier Personnel performing Services are, and shall for the period of assignment remain, employees or, where permitted by these Terms, subcontractors of Supplier and such Supplier Personnel will not be entitled to any of C10S’s employee benefits. It shall be Supplier’s sole responsibility to compensate and/or pay Supplier Personnel.
 - a. **U.S. Affordable Care Act.** Without limiting the foregoing, throughout the term of a Purchasing Document, Supplier shall timely offer and, if elected, provide each Supplier Personnel providing Services in the United States, who with respect to any calendar month is employed by Supplier an average of at least thirty (30) hours per week (and his or her dependents), if any, with group health coverage that qualifies as minimum essential coverage under an eligible employer-sponsored plan, is affordable, provides minimum value, and does not have a waiting period in excess of 90 days, so that no payment may be assessed under Section 4980H of the U.S. Internal Revenue Code (the “**Code**”) with respect to such Supplier Personnel for any month. The terms “hours of service”, “eligible employer sponsored plan”, “minimum essential coverage”, “affordable”, “dependent” and “minimum value” shall have the meanings set forth in Code Section 4980H and the final regulations issued by the Internal Revenue Service interpreting Code Section 4980(H)’s requirements. Supplier

shall maintain complete and accurate records to substantiate Supplier's compliance with this paragraph for a period of six (6) years from the last day on which the Supplier Personnel to whom such records relate provided services to C10S, and Supplier shall promptly comply with C10S's reasonable request for copies of such records and/or for a certification from Supplier indicating its compliance with this section.

4. **Subcontracting.** Supplier shall not subcontract any Services without the prior written consent of C10S, which C10S may grant or withhold in its sole discretion. If C10S provides such written consent, then Supplier shall have the primary obligation to perform the Services, and shall be fully responsible for the performance of any subcontractor and the compliance with all of its obligations by any subcontractor. Supplier shall, in its contracts with all permitted subcontractors and agents in the provision of Services, flow down all of its obligations.
5. **Code of Conduct.** Supplier acknowledges receipt of the C10S Supplier Code of Conduct and agrees to provide a copy of it to all Supplier Personnel assigned to perform Services.
6. **Compliance with Laws.** Supplier shall comply with all applicable international, federal, state, local laws and ordinances now or hereafter enacted, including: (a) data protection and privacy laws; (b) employment, tax, immigration, benefits, and workers compensation laws; and (c) international anti-corruption laws, such as the Foreign Corrupt Practices Act 15 U.S.C. § 78dd-1, et seq. and the United Kingdom Bribery Act. Supplier shall make no payments or transfers of anything of value which have the purpose or effect of public or commercial bribery, acceptance of or acquiescence in extortion, kickbacks, or other unlawful or improper means of obtaining business or any improper advantage. **In addition, Supplier acknowledges that C10S is a federal contractor. As a result, but only if applicable, Supplier shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60- 741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability or veteran status. In addition, the employee notice found at 29 C.F.R. Part 471, Appendix A to Subpart A, is incorporated into this Agreement.**

6.1 **Supplier Diversity.** C10S values diversity and seeks to provide an equal opportunity to Diverse Suppliers, as defined in the Supplier Diversity Exhibit. As part of the foregoing, C10S requires its suppliers to award any direct or indirect business for Cloud 10 Studios to subcontractors, vendors, service providers, and similar third parties without discrimination on the basis of any protected characteristic (i.e. race, color, religion, gender, national origin, ancestry, disability, veteran status, gender expression, gender identity or sexual orientation) and to act in a transparent manner regarding such awards. Supplier acknowledges that such election is a factor that C10S considers in its selection of and awarding of business to suppliers. C10S encourages all of its suppliers, as part of the RFP process or otherwise, to elect to be certified as Diverse Suppliers as outlined in the Supplier Diversity Exhibit.

7. **Acceptance.** Payment shall not constitute acceptance of Goods or Deliverables. Unless otherwise provided in a Purchasing Document, acceptance of Goods or Deliverables shall be deemed to occur if each Good or Deliverable conforms to the relevant specifications and standards and, in the case of Deliverables, is also approved in writing by an authorized representative of C10S. C10S shall have the right to reject all or part, or require the correction, of any Good or Deliverable found not to meet the relevant specifications and standards, which item shall be promptly replaced or corrected by Supplier. C10S shall have no payment obligation and/or shall be entitled to a refund for defective or non-conforming Deliverables or Goods.
8. **Warranty.** Unless otherwise set forth in the applicable Purchasing Document, Supplier warrants that for a period of three (3) months following Acceptance, Goods and Deliverables will conform to the specifications in the Purchasing Document and, to the extent there are no directly relevant specifications, to high industry standards. During the applicable warranty period, Supplier will test, remedy and/or replace, without charge to C10S, any and all portions of any Deliverables or Goods which C10S finds to be defective or non-conforming. If Supplier is unable to remedy any defective or non-conforming Deliverable or Good within a reasonable period of time, C10S may (a) terminate the Purchasing Document, (b) return all or part of the defective or non-conforming Deliverables or Goods to Supplier and/or (c) keep the defective or non-conforming Deliverables and Goods. C10S shall have no payment obligation and/or shall be entitled to a refund for defective or non-conforming Deliverables or Goods.

9. **Intellectual Property.** For purposes of this Agreement, “**Intellectual Property**” means all intellectual property and proprietary rights, including without limitation all rights of inventorship and authorship, inventions, patents, patent applications, and know-how, for any product, process, method, machine, manufacture, design, composition of matter, or any new or useful improvement salesforce.com Standard Terms and Conditions of Purchase thereof, as well as copyrights, trademark, trade dress and service mark rights and all rights in trade secrets, computer software, proprietary information and data and databases.

9.1 **C10S Property.** “**C10S Property**” means the following: (1) C10S’s Intellectual Property that C10S owns prior to the Effective Date of the Purchasing Document or acquires separately or develops; (2) Intellectual Property conceived, produced or developed by Supplier, whether directly or indirectly or alone or jointly with others, in connection with or pursuant to Supplier’s performance of this Agreement; and (3) other Deliverables, Goods, or Services that are made by Supplier through the use of C10S’s equipment, funds, supplies, facilities, materials and/or C10S proprietary information. “**C10S Contracted Property**” means Intellectual Property that falls within the scope of any of subsection 2 and 3 of the previous sentence. Supplier agrees to assign and hereby assigns to C10S all of its respective rights, title, and interest in the C10S Contracted Property and C10S owns all right, title and interest in and to such Deliverables, Goods, and Services, the rights, title, and interest including all rights of inventorship and authorship, all patents and patent applications, all copyrights, all trademark and service mark rights, all rights in trade secret and proprietary information, all rights of attribution and integrity and other moral rights and all other Intellectual Property rights. C10S grants Supplier no rights to C10S Property beyond the scope of this Agreement.

9.2 **Supplier Property.** “**Supplier Property**” means Intellectual Property (1) created or acquired by Supplier before the Effective Date of the Purchasing Document and not assigned pursuant to a Purchasing Document or (2) independently developed by or for Supplier as part of Supplier’s normal business and not developed for or paid for by C10S under a Purchasing Document. Supplier Intellectual Property may be included as part of the Goods, Deliverables, or Services, but the title to such Supplier Intellectual Property shall remain with Supplier. However, except as provided in this section 10, for any Supplier Property incorporated into the Deliverables, Goods, or Services, Supplier grants C10S a fully-paid up, perpetual and irrevocable, world-wide, non-exclusive license to: (a) prepare derivative works; and (c) make, use, have made, import, have imported, export, have exported, distribute, have distributed, publicly and privately perform, display and transmit derivative works and reproductions thereof, and to sublicense all of these rights for C10S’s benefit and to sublicense such rights for C10S’s benefit. Notwithstanding the foregoing, to the extent that the Goods, Deliverables, or Services to C10S consist solely of training materials developed by Supplier without use of C10S Intellectual Property or C10S Confidential Information, such license and sublicense right shall be solely for C10S’s use in its internal business operations. Further, where the Good, Deliverables, or Services include providing entertainment, speaking, and/or participating as a host, lecturer, performer or guest in a meeting/conference, the rights granted in this paragraph shall further include a grant to use Supplier’s likeness and performance in C10S’s internal and external business operations and to record, and to broadcast, web cast or otherwise disseminate Supplier’s performance and likeness, in whole or in part, live or recorded, with or without audio or video, or with different audio or video throughout the world on all media, channels and manner of distribution now or hereafter known.

9.3 Supplier shall prominently declare in the applicable Purchasing Document under a section entitled “**Third Party Intellectual Property**” any third-party Intellectual Property or open-source software (1) incorporated into any Services, Deliverables, or Goods or (2) that is required for use of any Deliverable or Good (each a “**Dependency**”). Each Dependency declaration shall include all necessary documentation, including license terms and copyright notices, for C10S to be able to adequately determine its rights to use and reproduce the Dependency. C10S hereby rejects any Deliverables containing any Dependency that is not declared in a Purchasing Document or that is incompatible with the assignments or licenses granted in these Standard Terms or the Purchasing Document.

10. **Delivery, Packing, and Shipment.** Delivery of Goods and Deliverables shall be strictly in accordance with the schedule set forth in a Purchasing Document. Any delays in shipment shall be reported immediately by Supplier to C10S. No partial deliveries or deliveries of additional items shall be made without C10S’s express prior written consent. C10S reserves the right to cancel a Purchasing Document in whole or in part if Supplier fails to make deliveries in accordance with its terms. All Goods and Deliverables to be shipped

shall be prepared for shipment according to C10S's instructions, if any, and otherwise in a manner that follows good commercial practice, is acceptable to common carriers, and is adequate to ensure safe arrival. Supplier shall mark all containers with necessary lifting, handling and shipping information, purchase order number, date of shipment and the names of C10S and Supplier. Notwithstanding any prior inspections, Supplier bears all risk of loss, damage, or destruction until acceptance of Goods or Deliverables by C10S.

11. **Changes.** C10S may at any time make reasonable changes in the delivery schedules, designs, quantities, and specifications for Goods; provided that C10S shall pay only the reasonable costs associated with such changes.
12. **Price.** Prices for Services, Deliverables, and Goods are as specified in the Purchasing Document. C10S shall have no payment obligation for (a) additional or different Services, Deliverables, or Goods rendered other than those described in a Purchasing Document (unless the parties execute an approved change order), (b) Services performed or Goods delivered prior to the effective date of the Purchasing Document, or (c) amounts exceeding what is expressly authorized in the Purchasing Document. All applicable direct and indirect taxes, duties and similar levies, excluding value added tax (VAT), shall be included in the estimated project costs contained in each Purchasing Document and shall be clearly identified on applicable invoices. For purposes of these Terms, "indirect taxes" mean sales tax, use tax, value added tax (VAT), goods and services tax and/or consumption tax which Supplier may have an obligation to charge and collect from C10S. Supplier is not responsible for a change in the indirect taxes resulting from a change in any code or regulation implemented after the submission of the estimated project cost.
13. **Payment Terms.** Unless otherwise provided in the Affiliate Guidelines or a Purchasing Document, (i) Supplier shall invoice C10S monthly; (ii) invoiced amounts for which no due date is otherwise established will be due and payable within sixty (60) days from receipt of an undisputed invoice. An acceptable invoice shall be in the form and submitted in the manner designated in the Affiliate Guidelines for the C10S entity that is a party to the Purchasing Document, and shall include reference to: (i) the C10S entity, (ii) the valid purchase order number, (iii) a description of the items, quantities, and unit prices for all Services, Deliverables and Goods invoiced; (iv) the name of the individual from C10S who ordered the Services, Deliverables and Goods, (v) the contact information for an authorized representative of the Supplier, and (vi) any applicable VAT information (including the VAT code listed in the Affiliate Purchasing Guidelines, if any). Each invoice must reference only one (1) purchase order number, and Supplier shall submit a separate invoice for each Purchasing Document. For invoices submitted via email or mail in compliance with the Affiliate Purchasing Guidelines, Supplier shall submit only one (1) invoice per email or mail.
14. **Expenses.** Unless expressly authorized in the Purchasing Document, Supplier will not be entitled to be reimbursed for travel, living or other expenses.
15. **Confidentiality.** As used in these Terms, "**Confidential Information**" means all information disclosed by a party (the "**Disclosing Party**") to the other party (the "**Receiving Party**"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Confidential Information of each party shall include the terms and conditions of (i) the Purchasing Document and (ii) business and marketing plans, technology and technical information, product plans and designs, and business processes disclosed by such party. However, Confidential Information shall not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (iii) is received from a third party without breach of any obligation owed to the Disclosing Party, or (iv) was independently developed by the Receiving party. During the term of the Purchasing Document and for five (5) years thereafter, the Receiving Party shall: (i) use at least the same degree of care to protect the Disclosing Party's Confidential Information that it uses to protect the confidentiality of its own confidential information of like kind (but in no event less than reasonable care), (ii) not disclose any Confidential Information of the Disclosing Party for any purpose outside the scope of the Purchasing Document and these Terms, and (iii) limit access to Confidential Information of the Disclosing Party to those of its employees, contractors and agents who need such access for purposes consistent with the Purchasing Document and these C10S Terms and who have signed confidentiality agreements with the Receiving Party containing protections no less stringent than those herein. Additionally, Supplier shall provide prompt notification to C10S of any unauthorized access to or disclosure of C10S Confidential Information. Upon termination or expiration of the Purchasing Document, or at the request of C10S at any time during or after the termination or expiration of the Purchasing Document, Supplier will deliver to C10S or destroy and certify destruction (at C10S's election and in the manner designated by C10S) of all C10S Confidential Information. Deliverables shall be C10S Confidential Information, but shall not be Supplier Confidential Information

unless agreed in advance in the Purchasing Document. Nothing in a Purchasing Document shall be construed so as to preclude C10S from developing, acquiring, marketing or providing products or services that may perform the same or similar functions as the Goods, Deliverables and Services.

16. **No Publicity.** Supplier shall not issue any press release or make any public statement relating to the subject matter of the Purchasing Document (including naming C10S as a customer of Supplier) without C10S's prior written approval. Any references to C10S or use of any C10S logo (including the C10S-certified logo), brand or trademark (whether publicly, in connection with the Services, or otherwise) are prohibited without C10S's prior written approval.
17. **C10S Facilities.** To the extent that any Purchasing Document requires or permits performance of Services by Supplier at C10S facilities, Supplier will perform all Services during C10S's normal working hours (Monday through Friday, 8:00 a.m. to 6:00 p.m.), unless it would interfere with C10S's daily business and computer operations, or C10S otherwise specifically requests the Services to be done outside of C10S's normal working hours. Supplier Personnel performing Services at C10S facilities shall be designated as a "visitor" of C10S, and may be required to execute a standard confidentiality agreement upon each visit to C10S facilities.
18. **Indemnification.** Subject to applicable law, each party's sole indemnification obligation shall be as follows: (a) Supplier shall indemnify, defend (at C10S's option), and hold harmless C10S and its affiliates, and each of their officers, directors, employees and agents from and against all third-party claims, demands, suits, causes of action, awards, judgments and liabilities, including reasonable attorneys' fees and costs, (collectively "**Claims**") arising out of or alleged to have arisen out of: (i) Supplier or Supplier Personnel's negligence or intentional misconduct, (ii) any actual or alleged infringement, misappropriation, or violation of any intellectual property rights of a third party by any Deliverable or Good or in performance of the Services, (iii) Supplier's failure to compensate or otherwise perform any obligation imposed on Supplier by law or contract with respect to Supplier's employment or engagement of Supplier Personnel, in which case, Claims shall include any payments assessed under U.S. Internal Revenue Code Section 4980H and any interest, penalties and additions to tax relating to such payments, or (iv) breach of a provision of a Purchasing Document; and (b) C10S shall only indemnify, defend, and hold harmless Supplier from and against third-party Claims to the extent the Claims are due solely to C10S's gross negligence or intentional misconduct. Supplier shall have no liability for C10S's use of Goods or Deliverables outside the scope set forth in a Purchasing Document.
19. **Insurance.** Supplier shall, at its own cost and expense, maintain the following insurance during the term of a Purchasing Document, and shall cause each of its agents, independent contractors and subcontractors performing any Services to maintain the same insurance: (a) Workers' Compensation (or locally applicable social scheme) as required by law where work is performed. Employer's Liability insurance of not less than US \$1,000,000 per employee and per accident. Coverage to include waiver of subrogation in favor of C10S for any services performed on a C10S location; (b) Commercial General (or Public) Liability insurance including Products, Completed Operations Liability, Personal Injury, Contractual Liability and Broad Form Property Damage Liability coverage for bodily injury (including death) or damages to any property of not less than US \$5,000,000 per occurrence. "Cloud 10 Studios, its subsidiaries, officers, directors and employees" shall be noted on the policy as an additional insured; (c) Professional Liability (or Professional Indemnity)/Errors and Omissions Liability Insurance in an amount not less than US \$5,000,000 per claim. Such insurance shall cover any and all acts, errors, omissions or negligence in the delivery of products and services under a Purchasing Document. The Professional Liability Insurance retroactive coverage date shall be no later than the Effective Date of a Purchasing Document. If such coverage is written on claims made basis, Supplier shall maintain coverage for a period of up to three (3) years following the termination of Services provided under a Purchasing Document. If Supplier is providing software, software development, software as a service or any technology services and products, then such Errors and Omissions insurance shall include coverage for Network Security and Privacy and Media Liability including but not limited to malicious code, unauthorized use or access, failure of security, invasion of privacy, wrongful disclosure of data, other negligence in handling of confidential information and infringement of intellectual property (except patent infringement); (d) Commercial Automobile Liability. If an automobile is used by Supplier in connection with the performance of its obligations under a Purchasing Document, then Comprehensive Automobile Liability Insurance for any owned, non-owned, hired, or borrowed automobile is required in the minimum amount of US \$1,000,000 each accident combined for bodily injury and property damage; (e) Employee Dishonesty/Crime insurance covering the fraudulent or dishonest acts of Supplier's employees and agents, acting alone or in collusion with others, and including third party property coverage and computer crime coverage, with limits of not less than \$1,000,000 per occurrence if Supplier has unescorted access to C10S's facilities and/or access to C10S's assets and internal systems; (f) Property Insurance. If

Supplier is using its own property or the property of C10S in connection with the performance of its obligations under a Purchasing Document, then Property Insurance on an All-Risk basis with replacement cost coverage for property and equipment of others in the care, custody, and control of Supplier is required. The foregoing insurance limits may be achieved by a combination of primary and follow form excess policies. All insurance coverages required hereunder shall be procured from insurers with a current A.M Best rating of not less than A- VII (or local equivalent). Where permitted by law, such policies shall contain a waiver of subrogation in favor of C10S. General Liability and Automobile Liability above shall contain provisions stating they are primary and non-contributory with any insurance C10S maintains. Any deductible (excess) or self-insured retention in case of an insured event shall be solely borne by the Supplier. The insurance coverage described in this section shall not limit the extent of Supplier's responsibilities and liabilities specified within a Purchasing Document or by law. If requested by C10S, certificates of insurance evidencing the required coverage shall be furnished and shall evidence that the insurance carriers will provide notice of cancellation or reduction in such coverage in accordance with policy provisions. C10S's failure to request certificates of insurance shall not relieve Supplier from the responsibility to maintain the specified insurance coverage.

20. **Limitation of Liability.** TO THE MAXIMUM EXTENT PERMITTED BY LAW, EXCEPT FOR LIABILITY ARISING UNDER SECTION 19 (INDEMNIFICATION), OR LIABILITY ARISING AS A RESULT OF A SUPPLIER'S BREACH OF ITS OBLIGATION PURSUANT TO SECTION 16 (CONFIDENTIALITY) HERETO, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR DAMAGES FOR ANY CAUSE WHATSOEVER IN AN AMOUNT IN EXCESS OF THE AMOUNTS PAID OR DUE TO SUPPLIER UNDER THE PURCHASING DOCUMENT. TO THE MAXIMUM EXTENT PERMITTED BY LAW, EXCEPT FOR LIABILITY ARISING OUT OF SUPPLIER'S BREACH OF SECTION 16 (CONFIDENTIALITY) HERETO, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR CONSEQUENTIAL, INCIDENTAL OR SPECIAL DAMAGES ARISING FROM ANY CLAIM OR ACTION HEREUNDER, WHETHER BASED ON CONTRACT, TORT OR OTHER LEGAL THEORY.
21. **Records and Audit.** Supplier shall maintain complete and accurate records to substantiate Supplier's charges under this Agreement (including fees, costs, and expenses) for a period of six (6) years from the date of completion of the Services to which the records apply, and Supplier shall promptly comply with C10S's reasonable request for copies of such records. Upon reasonable prior notice, C10S (or an independent third party designated by C10S) shall have the right to visit, inspect, and audit Supplier's facilities, records, and data to ensure Supplier's compliance with its obligations, including those with respect to financial records and C10S Confidential Information. All audits described in this Section will be conducted reasonably, during normal business hours, and taking reasonable precautions to minimize disruption to Supplier's normal business. Such audit will be at C10S's expense unless such audit reveals an overcharge of five percent (5%) or greater or a material breach in Supplier's obligations, in which case such audit will be at Supplier's expense. All Supplier reviews or audits conducted by C10S shall be governed by the confidentiality terms described in Section 16 (Confidentiality) above. All review or audits conducted by C10S's third party designee shall be governed by a confidentiality agreement between Supplier and C10S's third party designee, which shall be the standard confidentiality agreement of such third party designee.
22. **Term.** A Purchasing Document shall continue in force until the later of (a) completion of the Services or (b) expiration of all warranties for Goods or Deliverables. A Purchasing Document for Goods may be terminated or cancelled by C10S, in part or in whole, for any reason immediately upon notice. A Purchasing Document for Services and/or Deliverables may be terminated or cancelled by C10S, in whole or in part, for convenience with fourteen (14) days prior notice. A Purchasing Document for Services and/or Deliverables may be terminated by C10S, in whole or in part, effective as of the occurrence of Supplier's curable breach if Supplier fails to cure the breach within fourteen (14) days of notice of such breach from C10S. A Purchasing Document for Services and/or Deliverables may be terminated by C10S, in whole or in part, immediately upon Supplier's incurable breach. Upon the effective date of termination by C10S, Supplier shall: (i) immediately cease all work under the Purchasing Document and C10S shall be liable only for authorized work completed as of the date of termination; and (ii) provide C10S with any and all work in progress or completed work under the Purchasing Document. If C10S elects to have Supplier continue performance under a Purchasing Document, it shall remain in effect until both parties have fulfilled all of their obligations. Within thirty (30) days from the date of termination of a Purchasing Document, Supplier shall submit to C10S an itemized invoice for any previously approved fees or expenses accrued but unpaid until the time the Purchasing Document was terminated. There shall be no charges for canceling Purchasing Documents for standard Goods. Any claim for cancellation charges for nonstandard Goods must be submitted to C10S in writing within thirty (30) days after receipt of C10S's cancellation notice. Supplier's claim may include: (i) the cost of unique Goods in process, and (ii) the cost of paying claims to Supplier's vendors for work directly allocable to Goods cancelled and which cannot be diverted to other customers of Supplier's vendors.

Supplier shall, whenever possible, place such Goods in process in inventory and sell them to other customers. In no event shall any such claim for nonstandard Goods exceed the total price for Goods cancelled. Upon payment of Supplier's claim, C10S shall be entitled to all work and Goods paid for. C10S reserves the right to inspect Supplier's work and Goods in process and to audit all relevant documents prior to paying Supplier's claim.

23. **Relationship of the Parties.** At all times Supplier shall be acting as an independent contractor, and shall not be construed or deemed to be an employee, agent, partner, associate or joint venturer of C10S within the application of any federal, state, city or local laws or regulations. Neither party has authority to assume or create any obligation or representation, express or implied, on behalf of or in the name of the other party, except as specifically provided herein.
24. **Vendor Manager.** C10S reserves the right to appoint a third party to act as its vendor manager, payment and billing agent to coordinate and manage its relationship with Supplier. Such vendor manager shall be considered a third-party beneficiary under this Agreement.
25. **No Lien.** Neither Supplier nor any of its subcontractors or other third parties used by Supplier for the performance of any of the Services will have any lien, claim or encumbrance upon any C10S property, and Supplier hereby waives, and will cause each of its subcontractors and any other third party used by Supplier for the performance of any of the Services to waive, any lien, claim or encumbrance upon any C10S property.
26. **Survival.** Any term or condition which by its nature is clearly intended to survive the expiration or termination of this Agreement, shall survive any expiration or termination of this Agreement, including Confidentiality, Indemnification, Limitation of Liability, Records and Audit, Term, and Entire Agreement Sections.
27. **Entire Agreement.** All references to "Purchasing Document" include these Terms. A Purchasing Document constitutes the entire agreement between the parties with respect to its subject matter, supersedes all prior agreements, whether written or oral, and supersedes and merges all prior discussions between C10S and Supplier. Depending on the affiliate that is a party to the Purchasing Document, the Supplemental Terms may apply, and to the extent the Supplemental Terms apply, the Supplemental Terms shall prevail over any conflicting terms in these Terms. A Purchasing Document may contain additional terms so long as they do not conflict with these Terms. These Terms shall prevail over any conflicting terms of a Purchasing Document, unless the conflicting terms are in a Purchasing Document signed by C10S and Supplier and labeled as "Modified Terms". Any terms, conditions or provisions of any Supplier quotation, confirmation, order acknowledgement, invoice, or other commercial document sent to C10S are hereby rejected, and shall not constitute additional or modified terms. Purchasing Documents shall be construed according to their fair meaning and as if prepared by both parties. A Purchasing Document may be amended by a written document executed by both parties. A purchase order issued by C10S may also be amended through the issuance by C10S of a revised purchase order. The headings contained in these Terms have been inserted for convenience of reference only and are not intended to define, limit or affect scope or intent. If a provision of a Purchasing Document is held to be invalid, illegal or otherwise unenforceable, the remaining provisions shall be unimpaired, and it shall be replaced with a provision which comes closest to the intention of the parties. No failure or delay by either party in exercising any right under a Purchasing Document shall constitute a waiver. Any waiver must be in writing executed by C10S and Supplier and shall not be deemed a waiver of any future breach. The remedies provided in a Purchasing Document are in addition to any other remedies of a party at law or in equity.
28. **Force Majeure.** Neither party shall be liable for any default or delay in the performance of its responsibilities under a Purchasing Document if and to the extent such default or delay is caused, directly or indirectly, by fire, flood, earthquake, elements of nature or acts of God, riots, strikes, civil disorders, quarantine restrictions, epidemics, pandemics, or any other cause beyond the reasonable control of such party ("**Force Majeure**"). The time for performance for the non-defaulting party under the Purchasing Document will be extended as necessary, without penalty or liability to such party, for the same period of time as the delay. However, if it appears that the Force Majeure will result in a delay in Supplier's performance of more than thirty (30) days, C10S may, at its option, terminate the Purchasing Document immediately by written notice to Supplier.
29. **Notices.** All notices, permissions and approvals under a Purchasing Document shall be in writing and shall be effective upon: (a) personal delivery, (b) the third business day after mailing, (c) the second business day after sending by recognized overnight courier, or (d) the first business day after sending by email. (Notices of breach, termination or an indemnifiable claim may not be made by email. Notices to C10S shall be

addressed to: (i) SVP, Procurement, with a copy to its General Counsel, both at the address set forth for salesforce.com, inc. in the Affiliate Guidelines; and (ii) as set forth in the Affiliate Guidelines for the C10S entity that is a party to the Purchasing Document.

30. **Assignment.** Supplier may not assign any of its rights or obligations under a Purchasing Document, whether by operation of law or otherwise, without the prior written consent of C10S, except that Supplier may assign a Purchasing Document, in its entirety, in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets not involving a direct competitor of C10S.
31. **Governing Law and Venue; Disputes.** The governing law of a Purchasing Document shall be as set forth in the Affiliate Guidelines for the affiliate that is a party to the Purchasing Document. If a dispute should arise relating to a Purchasing Document, the parties shall follow the dispute resolution procedures set forth in the Affiliate Guidelines for the affiliate that is a party to the Purchasing Document.