



## GLOVIA OM COMBINED SOLUTION SERVICE AGREEMENT

(Non-negotiable)

These Glovia OM Combined Solution Service Agreement terms ("**Terms**") apply to the use of any subscription for the GLOVIA OM Combined Solution purchased from Fujitsu North America, Inc., a California corporation with its principal place of business at 2821 Telecom Parkway, Richardson, TX 75082 ("**Fujitsu**"). Subscriptions for the GLOVIA OM Combined Solution must be purchased from Fujitsu pursuant to a GLOVIA OM Solution Service Order ("Service Order") between Fujitsu and You. By accessing the subscriptions described herein, You expressly agree to the terms and conditions of the Agreement, as defined in the Service Order to which these Terms relate.

### 1. **DEFINITIONS**

- (a) "**AppExchange**" means the online directory of on-demand applications that work with the Service, located at <http://www.appexchange.com> or at any successor websites.
- (b) "**Combined Solution**" means the combination of GLOVIA OM and SFDC Service provided by Fujitsu to You.
- (c) "**Content**" means information obtained by SFDC from publicly available sources or third party content providers and made available to You through the SFDC Service or pursuant to a Service Order, as more fully described in the Documentation
- (d) "**Documentation**" means the applicable Service's Trust and Compliance documentation, and its usage guides and policies, as updated from time to time, accessible via [help.salesforce.com](http://help.salesforce.com) or login to the applicable Service.
- (e) "**GLOVIA OM**" means the online, Web-based platform service provided by Fujitsu in connection with Fujitsu's provision of the Combined Solution to You.
- (f) "**Marketplace**" means an online directory, catalog or marketplace of applications that interoperate with the Services, including, for example, the AppExchange at <http://www.salesforce.com/appexchange>, or the Heroku add-ons catalog at <https://addons.heroku.com/>, and any successor websites.
- (g) "**Non-SFDC Application**" means a Web-based, mobile, offline or other software application functionality that interoperates with a Service, that is provided by Fujitsu, You, or a third party and/or listed on a Marketplace including as Salesforce Labs or under similar designation. Non-SFDC Applications, other than those obtained or provided by You, will be identifiable as such.
- (h) "**Org**" means a separate set of Your Data and SFDC product customizations held by SFDC in a logically separated database (i.e., a database segregated through password-controlled access).
- (i) "**Platform**" means the online, Web-based platform service provided by SFDC to Fujitsu in connection with Fujitsu's provision of the Combined Solution to You.
- (j) "**SFDC Service**" or "**Service**" means the online, Web-based application and platform service generally made available to the public via <http://www.salesforce.com> and/or other designated websites, including associated offline components but excluding AppExchange applications.
- (k) "**SFDC**" means [salesforce.com](http://salesforce.com).
- (l) "**Users**" means Your employees, representatives, consultants, contractors or agents who are authorized to use the Service subject to these Terms as a result of a subscription to the Combined Solution having been purchased for such User, and have been supplied user identifications and passwords by You (or by [Salesforce.com](http://Salesforce.com) or Fujitsu at Your request).
- (m) "**You**" and "**Your**" means the customer entity which has contracted to purchase subscriptions to use the Combined Solution pursuant to a Service Order that is subject to the conditions of these Terms, together with any other terms required by Fujitsu.
- (n) "**Your Data**" means all electronic data or information submitted by You as and to the extent it resides in the Service.

### 2. **Use of Service.**

- (a) Each User subscription to the Combined Solution shall entitle one User to use the SFDC Service via GLOVIA OM, subject to these Terms, together with any other terms required by Fujitsu. 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 Service). NOTE: For existing SFDC Customers, Your subscription to use the Platform hereunder does not include a subscription to use the SFDC Service or to use it in connection with applications other than GLOVIA OM. If You wish to use the SFDC Service or any of its functionalities or services, to use another application other than GLOVIA OM, or to create or use additional custom objects beyond those which appear in GLOVIA OM in the form that it has been provided to You by Fujitsu, visit [www.salesforce.com](http://www.salesforce.com) to contract directly with SFDC for such services. In the event Your access to the Combined Solution provides You with access to the SFDC Service generally or access to any SFDC Service functionality within it that is in excess to the functionality described in GLOVIA OM's on-line help, and You have not separately subscribed under a written contract with SFDC for such access, then You agree to not access and use such functionality, and You agree that Your use of such functionality, Your use of applications other than GLOVIA OM, or Your creation or use of additional custom objects in GLOVIA OM beyond that which appear in GLOVIA OM in the form that it has been provided to You by Fujitsu, would be a material breach of these Terms.

- (b) Notwithstanding any access You may have to the Platform or the SFDC Service via GLOVIA OM, Fujitsu is the sole provider of GLOVIA OM and the Platform and You are entering into a contractual relationship solely with Fujitsu. In the event that Fujitsu ceases operations or otherwise ceases or fails to provide the Combined Solution, SFDC has no obligation to provide GLOVIA OM or the Platform or to refund You any fees paid by You to Fujitsu. NOTE: For existing SFDC Customers, Fujitsu is solely responsible for providing support in connection with Your use of GLOVIA OM and the Platform, and You are not entitled to customer support from SFDC.
- (c) 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/or GLOVIA OM, and shall notify Fujitsu or [Salesforce.com](http://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 Platform, the SFDC Service and/or GLOVIA OM.
- (d) You shall use the Platform, the SFDC Service and/or GLOVIA OM 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, the SFDC Service and/or GLOVIA OM available to any third party, other than to Users or as otherwise contemplated by these Terms; (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, the SFDC Service, GLOVIA OM or the data contained therein; or (vi) attempt to gain unauthorized access to the Platform, the SFDC Service, GLOVIA OM or its related systems or networks.
- (e) You shall not (i) modify, copy or create derivative works based on the Platform or the SFDC Service or GLOVIA OM; (ii) extract information from a GLOVIA OM Object inside [salesforce.com](http://salesforce.com) and pull into any other [salesforce.com](http://salesforce.com) Object or application for the purposes of allowing other people who do not have a GLOVIA OM license to access information contained inside a GLOVIA OM Object; (iii) create Internet "links" to or from the SFDC Service, the Platform or the GLOVIA OM Object, or frame or mirror any content forming part of the Platform, the SFDC Service or GLOVIA OM, other than on Your own intranets or otherwise for Your own internal business purposes; (iv) reverse engineer the Platform, the SFDC Service or GLOVIA OM; or (v) access the Platform, the SFDC Service, or GLOVIA OM in order to (A) build a competitive product or service, or (B) copy any ideas, features, functions or graphics of the Platform, the SFDC Service or GLOVIA OM.
- (f) You will: (a) be responsible for Users' compliance with these Terms, the applicable Service Order and the Documentation, (b) be responsible for the accuracy, quality, and legality of Your Data, the means by which You acquired Your Data, Your use of Your Data with the GLOVIA OM and the SFDC Service, and the interoperation of any Non-SFDC Applications with which You use GLOVIA OM and the SFDC Service or Content, (c) use commercially reasonable efforts to prevent unauthorized access to or use of the Services, and notify SFDC or Fujitsu promptly of any such unauthorized access or use, and (d) use GLOVIA OM and the SFDC Service only in accordance with these Terms, the Documentation, the Acceptable Use and External Facing Services Policy at: [https://www.salesforce.com/content/dam/web/en\\_us/www/documents/legal/Agreements/policies/ExternalFacing\\_Services\\_Policy.pdf](https://www.salesforce.com/content/dam/web/en_us/www/documents/legal/Agreements/policies/ExternalFacing_Services_Policy.pdf), Service Orders and applicable laws and government regulations, and (e) comply with terms of service of any Non-SFDC Applications with which You use GLOVIA OM the SFDC Service or Content. Any use of the Services in breach of the foregoing by You or Your Users that in SFDC's judgment, threatens the security, integrity or availability of SFDC's services, may result in SFDC's immediate suspension of the SFDC Service, however SFDC will use commercially reasonable efforts under the circumstances to provide You with notice and an opportunity to remedy such violation or threat prior to any such suspension.
- (g) If You receive notice that Content or a Non-SFDC Application must be removed, modified and/or disabled, to avoid violating applicable law, third-party rights, or the Acceptable Use and External Facing Services Policy, You will promptly do so. If You do not take required action in accordance with the above or if in SFDC's judgment continued violation is likely to reoccur, SFDC may disable the applicable Content, SFDC Service and/or Non-SFDC Application until the

potential violation is resolved. If requested by SFDC, You shall confirm such deletion and discontinuance of use in writing and SFDC shall be authorized to provide a copy of such confirmation to any such third party claimant or governmental authority, as applicable. In addition, if SFDC is required by any third party rights holder to remove Content, or receives information that Content provided to You may violate applicable law or third-party rights, SFDC may discontinue Your access to Content through the Services.

- (h) You grant SFDC, its Affiliates and applicable contractors a worldwide, limited-term license to host, copy, use, transmit and display any Non-SFDC Applications and program code created by or for You using the SFDC Service or for use by You with the SFDC Service, and Your Data, each as necessary for SFDC to provide and ensure proper operation of, the SFDC Service and associated systems in accordance with these Terms and the Documentation. If You choose to use a Non-SFDC Application with the SFDC Service, You grant SFDC permission to allow the Non-SFDC Application and its provider to access Your Data as required for the interoperability of that Non-SFDC Application with the SFDC Service. Subject to the limited licenses granted herein, SFDC acquires no right, title or interest from You or Your licensors under these Terms in or to any of Your Data, Non-SFDC Application or such program code.
- (i) You will defend Fujitsu and SFDC against any claim, demand, suit or proceeding made or brought against Fujitsu or SFDC by a third party alleging that any of Your Data infringes or misappropriates such third party's intellectual property rights, or arising from Your use of GLOVIA OM or the SFDC Service or Content in breach of these Terms, the Documentation, a Service Order, or applicable law (each a "Claim Against Fujitsu or SFDC"), and will indemnify Fujitsu or SFDC for any damages, attorney fees and costs finally awarded against Fujitsu or SFDC as a result of, or for any amounts paid by Fujitsu or SFDC under a settlement approved by Fujitsu or SFDC in writing of, a Claim Against Fujitsu or SFDC; provided that Fujitsu or SFDC: (i) promptly gives You written notice of the Claim Against Fujitsu or SFDC, (ii) gives You sole control of the defense and settlement of the Claim Against Fujitsu or SFDC (provided that You may not settle or defend any Claim Against Fujitsu or SFDC unless it unconditionally releases Fujitsu and SFDC of all liability), and (iii) provides to You all reasonable assistance, at Your expense

- 3. **Third-Party Providers.** Fujitsu and other third-party providers, some of which may be listed on pages within SFDC's website and including providers of AppExchange applications, offer products and services related to the Platform, the SFDC Service, and/or GLOVIA OM, 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, SFDC Service, and/or GLOVIA OM, such as by exchanging data with the Platform, the SFDC Service, and/or GLOVIA OM, or by offering additional functionality within the user interface of the Platform, the SFDC Service, and/or GLOVIA OM through use of the Platform's, and/or SFDC Service's and/or GLOVIA OM'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 GLOVIA OM or any other product or service of Fujitsu, 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 GLOVIA OM, and any purchase by You of any product or service offered by such third-party provider, including but not limited to GLOVIA OM, and any related support obligations for such offering, are solely between You and such third-party provider. In addition, from time to time, certain additional functionality (not defined as part of the Platform, the SFDC Service or GLOVIA OM) may be offered by SFDC or Fujitsu 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 these Terms.
- 4. **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, and Fujitsu reserves all rights, title and interest in and to GLOVIA OM, including all related intellectual property rights. No rights are granted to You hereunder other than as expressly set forth in these Terms. The Platform and the SFDC Service is deemed SFDC confidential information, GLOVIA OM is deemed Fujitsu confidential information and You will not use it or disclose it to any third party except as permitted in these Terms.
- 5. **Compelled Disclosure.** If either You, Fujitsu, 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.
- 6. **Suggestions.** You agree that Fujitsu and SFDC shall have a royalty-free, worldwide, transferable, sublicenseable, irrevocable, perpetual license to use or incorporate into any Fujitsu and/or 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 and/or GLOVIA OM.
- 7. **Suspension and Termination.** Your use of the Platform, the SFDC Service and GLOVIA OM may be immediately terminated and/or suspended upon notice due to (a) a breach of these Terms (including non-payment of fees), The Documentation or Service Order by You or any User, (b) the termination or expiration of Fujitsu's agreement with SFDC pursuant to which Fujitsu is providing the Platform as part of the Combined Solution to You, and/or (c) a breach by Fujitsu of its obligations to SFDC with respect to the subscriptions it is providing to You in connection with these Terms. NOTE: For existing SFDC Customers, if You use GLOVIA OM in combination with a SFDC Service Org other than the Org provisioned solely for use with GLOVIA OM (a "Shared org"), Fujitsu shall be solely responsible for provisioning the Combined Solution to You. With respect to any Shared org, You acknowledge and

understand that (i) access to such Org, including GLOVIA OM 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.

8. **Subscriptions Non-Cancelable.** Subscriptions for the Platform, the SFDC Service and GLOVIA OM are non-cancelable during a subscription term.
9. **Data Storage.** The Platform and SFDC Service includes a certain cumulative amount of storage per User subscription for no additional charge. Contact Fujitsu for additional information. Additional storage may be available for purchase from Fujitsu.
10. **Representations and Warranties.** Fujitsu represents and warrants that: (a) the Combined Solution will perform materially in accordance with the relevant portions of the User Guide or the GLOVIA OM online help, as amended from time to time by Fujitsu and/or SFDC; (b) subject to Section 14, below (Integration with Third-Party Applications), the functionality of the Combined Solution will not materially decrease during the term of a Customer's Service Order; (c) it has the legal power to enter into and perform its obligations under these Terms and has obtained and will maintain any and all consents, approvals, licenses, or other authorizations necessary for the performance of its obligations under these Terms.

NEITHER FUJITSU (EXCEPT AS EXPRESSLY PROVIDED HEREIN) NOR SALESFORCE.COM MAKES ANY WARRANTIES OF ANY KIND, INCLUDING BUT NOT LIMITED TO WITH RESPECT TO THE PLATFORM, THE SFDC SERVICE, THE COMBINED SOLUTION, AND/OR GLOVIA OM, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE. TO THE MAXIMUM EXTENT PERMITTED BY LAW, FUJITSU AND SALESFORCE.COM DISCLAIM ALL CONDITIONS, REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, WITH RESPECT TO THE COMBINED SOLUTION, GLOVIA OM AND THE SERVICE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS.

11. **No Liability.** IN NO EVENT SHALL FUJITSU, OR 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, 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.
12. **Further Contact.** SFDC may contact You regarding new SFDC service features and offerings.
13. **Integration with Third-Party Applications.** The SFDC Service, the Platform, and/or GLOVIA OM may contain features designed to interoperate with third-party 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 third-party application available for interoperation with the corresponding SFDC Service, Platform or GLOVIA OM features on reasonable terms, SFDC may cease providing such SFDC Service and/or Platform features and Fujitsu may cease providing such GLOVIA OM features without entitling You to any refund, credit, or other compensation.

#### 14. **GENERAL PROVISIONS**

- (a) **Compliance with Trade Law and Ethical Brand Representation Standards.** Each party will comply with all applicable laws and regulations relating to the performance of its obligations under these Terms and shall comply in all respects with all applicable laws in its activities under these Terms, including without limitation all laws, governmental regulations, ordinances, and judicial administrative orders (collectively, "**Laws**"), including, but not limited to, the United States Foreign Corrupt Practices Act, 15 U.S.C. § 78dd-1, et seq. (the "FCPA") and those Laws restricting or prohibiting trade with certain individuals and/or countries. You shall promptly inform Fujitsu in writing upon becoming aware of any violations of the Laws in connection with these Terms. You hereby acknowledge and agree that any violation by You of this section will constitute a material breach of these Terms. In the event of such a violation, Fujitsu will have the right to terminate the Service Order and Your use of the Platform, the SFDC Service and GLOVIA OM, without any liability whatsoever to You, immediately upon providing written notice of termination to You. Termination of the Service Order and Your use of the Platform, the SFDC Service and GLOVIA OM by Fujitsu under this Section shall be in addition to, and not in lieu of, Fujitsu other legal rights and remedies.
- (b) **Export Compliance.** Each party shall comply with the export laws and regulations of the United States and other applicable jurisdictions in providing and using GLOVIA OM, the SFDC Service, the Platform or the Combined Solution. Without limiting the foregoing, (i) each of Fujitsu and You represent that it is not named on any U.S. government list of persons or entities prohibited from receiving exports, and (ii) You shall not permit Users to access or use GLOVIA OM, the SFDC Service, the Platform or the Combined Solution in violation of any U.S. export embargo, prohibition or restriction.
- (c) **Federal Government End Use Provisions.** SFDC provides the SFDC Service, including related software and technology, for ultimate federal government end use in accordance with the following: The Services consist of "commercial items," as defined at FAR 2.101. In accordance with FAR 12.211-12.212 and DFARS 227.7102-4 and 227.7202-4, as applicable, the rights of the U.S. Government to use, modify, reproduce, release, perform, display, or disclose commercial computer

software, commercial computer software documentation, and technical data furnished in connection with the Services shall be as provided in these Terms, except that, for U.S. Department of Defense end users, technical data customarily provided to the public is furnished in accordance with DFARS 252.227-7015. If a government agency needs additional rights, it must negotiate a mutually acceptable written addendum to these Terms specifically granting those rights.

- (d) **Relationship of the Parties.** The parties are independent contractors. These Terms does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties.
- (e) **Third Party Beneficiary.** SFDC shall be a third party beneficiary solely as it relates to these Terms.
- (f) **Notices.** Except as otherwise specified in these Terms, all notices, permissions and approvals hereunder shall be in writing and shall be deemed to have been given upon: (i) personal delivery, (ii) the second business day after mailing, (iii) the second business day after sending by confirmed facsimile, or (iv), except for notices of termination or an indemnifiable claim ("**Legal Notices**"), the first business day after sending by email. Notices to Fujitsu shall be addressed to Fujitsu North America, Inc. 2821 Telecom Parkway, Richardson, TX 75082 Attn: Legal Department. All notices to You shall be addressed to the relevant Service system administrator designated by You. Billing-related notices to You shall also be addressed to the relevant billing contact designated by You, and Legal Notices to You shall also be addressed to the person identified in the "Customer Info" section of the Service Order.
- (g) **Waiver and Cumulative Remedies.** No failure or delay by either party in exercising any right under these Terms shall constitute a waiver of that right. Other than as expressly stated herein, the remedies provided herein are in addition to, and not exclusive of, any other remedies of a party at law or in equity.
- (h) **Severability.** If any provision of these Terms is held by a court of competent jurisdiction to be contrary to law, the provision shall be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of these Terms shall remain in effect.
- (i) **Applicability.** These Terms govern the Combined Solution provided to You by Fujitsu in connection with Fujitsu's provision of the Combined Solution to You. For clarity, these Terms do not supersede any agreement between SFDC and You with respect to SFDC Services purchased by You directly from SFDC.
- (j) **Assignment.** You may not assign any of your rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of Fujitsu (not to be unreasonably withheld). Any purported assignment by You in breach of this paragraph shall be, at Fujitsu's election, grounds for termination of the Service Order and Your use of the Platform, the SFDC Service and GLOVIA OM upon written notice to You.
- (k) **Governing Law & Jurisdiction.** The law that will apply in any lawsuit arising out of or in connection with these Terms, and which courts have jurisdiction over any such lawsuit, depend on where You are domiciled.

If you are domiciled in:	The governing law is:	The courts having exclusive jurisdiction are:
The United States of America, Mexico or a Country in Central or South America or the Caribbean	California and controlling United States federal law	San Francisco, California, U.S.A.
Canada	Ontario and controlling Canadian federal law	Toronto, Ontario, Canada
A Country in Europe, the Middle East or Africa	England	England
Japan	Japan	Tokyo, Japan
A Country in Asia or the Pacific region, other than Japan	Singapore	Singapore

**Entire Agreement.** These Terms, including all exhibits and addenda hereto and all Service Orders, constitutes the entire agreement between the parties and supersede all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. Without limiting the foregoing, these Terms supersede the terms of any online Master Subscription Agreement electronically accepted by You. No modification, amendment, or waiver of any provision of these Terms shall be effective unless in writing and signed by the party against whom the modification, amendment or waiver is to be asserted. However, to the extent of any conflict or inconsistency between the provisions in the body of these Terms and any exhibit or addendum hereto or any Service Order, the terms of such exhibit, addendum or Service Order shall prevail. Notwithstanding any language to the contrary therein, no terms or conditions stated in Your purchase order or in any other order documentation (excluding Service Orders) shall be incorporated into or form any part of these Terms, and all such terms or conditions shall be null and void.