Last Modified: July 13, 2018

This Agreement is a contract between the company, nonprofit or other legal entity that has purchased a subscription and on whose behalf this Agreement is entered into ("You," "Your" or "Customer") and Salsa Labs ("We", "Us," "Our" or "Salsa Labs"). It governs Your use of Our Services.

By accepting this agreement on behalf of Customer, either by clicking a box indicating acceptance in a portal to one of Our Subscription Services or by executing an Order Form that references this Agreement, both Customer and the individual indicating such acceptance or executing such order represent and warrant that such individual has the authority to bind such Customer and its affiliates to these terms and conditions. If the individual does not have such authority, or if Customer does not agree with these terms and conditions, You must not accept this agreement and neither such individual nor Customer may use the Services.

1. DEFINITIONS

"Acceptable Use Policy" means terms and conditions governing Your use of the Services as incorporated into this Agreement which can be found at www.salsalabs.com/acceptable-use-policy. Acceptable Use Policy, as may be updated by us from time to time.

"Agreement" means these Terms of Service along with any other documents referenced herein, together with when applicable, an executed Order Form.

"Beta Services" means Our services that are not generally available to all customers or prospective customers.

"Confidential Information" means all information provided by You or Us ("Disclosing Party") to the other party ("Receiving Party"), whether orally or in writing that is designated as confidential or would otherwise generally be deemed as confidential to a reasonable person. Confidential information does 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 before receipt from the Disclosing Party or (iii) is received by Disclosing Party on a non-confidential basis following receipt from the Disclosing Party.

"Customer Data" means all the information that you submit or collect via the Subscription Services and information converted from Your existing database(s) via Data Conversion Services. Customer Data does not include Enrichment Data.

"Data Conversion Services" means Professional Services You purchase from Us to convert and migrate Your existing data from Your existing database(s) into the database(s) associated with the Subscription Services.

"Documentation" means our online user guides, documentation, and help and training materials as updated from time to time, accessible on our website or via the login to the Services.

"Enrichment Data" means the data we make available to You as part of the Services, including but not limited to information about Your constituents such as social media handles, avatars and alternate email address, that we may obtain from public or third-party sources.

“First Subsequent Billing Date” means that date that is exactly one Billing Period after the Subscription Start Date identified on the Order Form.

“Initial Access Fees” means one-time fees charged for Us to set-up and provision Your access to the Subscription Services. Any applicable Initial Access Fees will be identified on the Order Form.

“Order Form” means the form or online subscription process executed by You in which you agree to purchase the Services and/or Related Products. The Order Form identifies what You are purchasing from Us. The Order Form may include a Statement of Work if You are purchasing Professional Services from Us.

“Other Subsequent Billing Dates” means any date that is exactly one Billing Period after a previous Subsequent Billing Date.

“Per Supporter Fees” means monthly fees payable by You based on multiplying the applicable Per Supporter Price times the number of Your Supporter Records on the last day of the previous month. To the extent You subscribe to Services that use more than one database, the number of Your Supporter records used to calculate Per Supporter Fees will be the highest record count amongst the various databases underlying the Services.

“Per Supporter Price” means the monthly fee per Supporter Record as identified in the Order Form.

“Premium Support” means customer support services with hours or response time guarantees above and beyond those provided in Standard Support.

“Premium Support Fees” means those fees paid by You to Us associated with the purchase of Premium Support.

“Professional Services” means Salsa Labs Professional Services and Third-Party Professional Services

“Related Products” means products provided to You either directly by Us or indirectly through Third-Party Partners as further described in Appendix A: Related Products & Services.

“Related Services” means services provided to You either directly by Us or indirectly through Third-Party Partners subject to the terms and conditions described in Appendix A: Related Products & Services.

“Renewal Fee Escalation” means a percentage by which the then current Subscription Fees, Per Supporter Fees and Transaction Fees will be increased for the next Renewal Subscription Period.

“Salsa Labs Subscription Services” means Our online engagement, donor management (“CRM Services”) and content management (“CMS Services”) applications, and website hosting services that You have subscribed to by executing an Order Form or that We have otherwise made available to You and that are developed, operated and maintained by Us.

“Salsa Labs Professional Services” means services provided by Salsa Labs including but not limited to initial account set-up, data conversion, training, web development and back-office support.

“Services” means Professional Services, Subscription Services, Related Services and any other services provided to You by Us.

“Standard Support” means the right to access Our customer support personnel with questions or issues You may have regarding Your use of the Subscription Services. Phone support is available from 8am to 8PM Eastern Time (GMT-5), Monday through Friday excluding holidays as published in Our support portals. We also accept webform or email support submissions at any time though responses to these submissions are only provided during the hours that phone support is available.

“Subscription Billing Period” means the period for which Subscription Fees are billed. All Subscription Fees are billable and due at the beginning of a Subscription Billing Period. Unless stated otherwise in the Order Form, the Subscription Billing Period is one year. A Subscription Billing Period of once per quarter is available for a 10% upcharge on the Subscription Fees from the once per year billing period. A Subscription billing period of once per month is available for a 20% upcharge on the Subscription Fees from the once per year billing period.

“Subscription Fees” means the amount You pay to access the Subscription Services. It does not include Usage Fees.

“Subscription Period” means either the Initial Subscription Period or the Renewal Subscription Period, whichever one is current.

“Subscription Services” means Salsa Labs Subscription Services and Third-Party Subscription Services.

“Subsequent Billing Date” means either the First Subsequent Billing Date or Other Subsequent Billing Dates.

“Supporter Record” means a record containing information about one of Your constituents that you maintain in one or more databases associated with the Subscription Services.

“Third-Party Partners” means those third parties engaged by Us to provide Third-Party Services.

“Third-Party Professional Services” means professional services or related services provided by Third-Party Partners.

“Third-Party Subscription Services” means services that are developed, operated and maintained by Our Third-Party Partners. You may have subscribed to these services by executing an Order Form with Us, by executing an agreement directly with the Third-Party Partner or by Us otherwise making the services available to You.

“Transaction Fees” means fees tied specifically to transactions such as donations, ticket purchases, etc as identified on the Order Form. These fees are typically constructed as a percentage of the transaction dollar volume and/or as a fixed fee for each transaction.

“Usage Billing Period” means the period for which Usage Fees are billed. All Usage Fees are billable and due at the end of a Usage Billing Period. Unless stated otherwise in the Order Form, the Usage Billing Period is one month.

“Usage Fees” means Per Supporter Fees and Transaction Fees.

“Users” means Your employees, representatives, consultants, contractors or agents who are authorized to use the Subscription Services on your behalf and have unique user identifications and passwords for accessing the Subscription Services.

2. CHANGES TO THIS AGREEMENT

We periodically update the terms and conditions of this Agreement to reflect changes in applicable laws, changes in Our business practices or simply to provide more clarity. The most recent version of the terms and conditions of this Agreement can be found on Our website at www.salsalabs.com. To the extent that We make any changes to the terms and conditions that are, in Our sole discretion, material to the business relationship between You and Us (“Material Change in Terms”), we will notify You of these changes through the portal within which You access the Subscription Services or via email to the email address on file of Your primary contact. To the extent You object to such Material Change in Terms, You must provide us with written notice of Your objection within thirty (30) calendar days of the date We notified you of the changes (“Rejection of Terms Notice”). You can do this by sending an email to accountmanagers@salsalabs.com. Provided You have sent Us such Rejection of Terms Notice in accordance with the preceding sentences, You will be permitted to continue to use the Services under the immediately prior terms and conditions through the end of the current Subscription Period. We will consider any Rejection of Terms Notice to be equivalent to a Notice of Non-Renewal as described elsewhere in this Agreement, and this Agreement will not renew beyond the current Subscription Period.

3. SUBSCRIPTION SERVICES

a. Access. During the Subscription Period, We will provide You access to the Subscription Services to which you have subscribed in accordance with the terms of this Agreement. You may only give or otherwise facilitate access to the Subscription Services as provided for in this Agreement and the Acceptable Use Policy referenced herein. Anyone with access to your login credentials will be considered to be Users authorized by You and their use of the Subscription Services will be considered to be authorized buy You. Unless otherwise indicated on the Order Form, you are not permitted to allow any individual or entity outside of your organization to use the Subscription Services under this Agreement.

b. Availability. We try to make the Subscription Services available 24 hours a day, 7 days a week, except for planned down-time for maintenance conducted outside the core business hours of 8AM to 8PM ET Monday through Friday, excluding holidays.

c. Limits. Limits may apply to the number of Supporter Records, Users, storage capacity or emails sent per month. Any limits that apply will be specified in the Order Form associated with this Agreement. To the extent that Your use of the Subscription Services exceeds such limits, We will notify You that Your use of the Subscription Services exceeds such limits. You will have thirty (30) days to pay charges associated with Your use in excess of limits or to modify Your use such that it complies with said limits.

d. Modifications. We may modify the Subscription Services from time to time, which could include adding or deleting features and functions. We will not modify the Subscription Services in such a way as to materially reduce the functionality of the Subscription Services provided to You during the Service Period. We may provide some or all of the Subscription Services through Third-Party Partners.

e. Additional Services. To the extent that We offer additional functionality in Subscription Services that You have not subscribed to, you may subscribe to these additional Subscription Services by executing a new Order Form.

f. Third-Party Subscription Services. You may also purchase Third-Party Subscription Services directly from Third-Party Partners referred to You by Us. Any purchase by You of Third-Party Subscription Services directly from Third-Party Partners is governed solely by any agreement between You and such Third-Party Partner. We do not warrant or support Third-Party Subscription Services subscribed to directly with Third-Party Partners whether referred to You by Us or not.

g. Customer Support. Unless otherwise stated in the Order Form, the Subscription Fees You pay to Us include Standard Support. You may also purchase Premium Support by paying additional fees beyond the Subscription Fees. Any Premium Support purchases must be identified in the Order Form.

4. PROFESSIONAL SERVICES

You may purchase Professional Services from Us by executing an Order Form which may reference a Statement of Work as applicable. The terms and conditions of this Agreement will apply to Professional Services you purchase from us. Professional Services you purchase from Us may be provided by employees of Salsa Labs or employees of Third-Party Partners. Professional Services You purchase from Us are non-cancellable and all fees paid for Professional Services You purchase from Us are non-refundable.

You may also purchase Third-Party Professional Services directly from Third-Party Partners referred to You by Us. Any purchase by You of Third-Party Professional Services directly from Third-Party Partners is governed solely by any agreement between You and such Third-Party Partner. We do not warrant or support Third-Party Professional Services whether referred to You by Us or not.

5. FEES AND PAYMENTS

a. Subscription Fees. Subscription Fees will remain constant during the Subscription Period unless You i) exceed any applicable limits identified on the Order Form, ii) execute a new Order Form to subscribe to additional Subscription Services, or iii) execute a new Order Form to change the Subscription Billing Period. To the extent You exceed any applicable limits identified on the Order Form, We will notify you and provide you with an option to change your usage such that it no longer exceeds such limits or execute a new Order Form with fees that permit such higher usage. Initial Subscription Fees are billable and due on the Initial Subscription Period Start Date. Subsequent Subscription Fees are billable and due on each Subsequent Billing Date.

b. Usage Fees. Usage Fees are billable and due monthly. These fees will change from month to month as the number of Your Supporter Records and/or transactions changes.

c. Professional Services Fees. Professional Services Fees are billable and due upon the Initial Subscription Period Start Date unless otherwise indicated in the Order Form or applicable Statement of Work.

d. Payment by Credit Card or ACH. If You are paying by credit card or ACH, You authorize Us to charge Your credit card or bank account for all fees billable and due in accordance with this section of this Agreement. You further authorize us to use a third party to process payments, and consent to the disclosure of Your payment information to such third party.

e. Payment against Invoice. If you are paying against invoice, We will invoice You in accordance with the terms in sections 5a, 5b, and 5c of this Agreement or the applicable Order Form. Unless otherwise stated in the Order Form, invoiced charges are due upon receipt. If you pay by check, you will be charged a $20 per month check processing fee.

f. Payment Information. You will keep Your contact information, billing information and credit card or bank account information (where applicable) up to date. For some of the Services, You will be able to provide/update this information directly through the portal by which You access the Services. For other Services, We will send an initial invoice to the billing contact/address provided on the Order Form and that invoice will provide directions for submitting or updating this information.

g. Suspension of Service for Late Payment. If any amount owed by You under this or any other agreement for Our services is more than 30 days overdue (or more than 10 days overdue in the case of amounts You authorize us to charge to Your credit card), We may, without limiting Our other rights and remedies suspend Our Services to You until such amounts are paid in full. We will give You at least 10 days' prior notice that Your account is overdue before suspending services to You. We will not exercise Our rights under this section if You are, in Our sole discretion, disputing the applicable charges reasonably and in good faith and are cooperating diligently to resolve the dispute.

h. Taxes. Our fees do not include any taxes, levies, duties or similar governmental assessments of any nature (collectively, "Taxes"). You are responsible for paying all Taxes associated with Your purchase hereunder. If we have the legal obligation to pay or collect Taxes for which You are responsible under this Section 5.h, we will invoice You and You will pay that amount unless You provide Us with a valid tax exemption certificate authorized by the appropriate taxing authority. For clarity, We are solely responsible for taxes assessable against Us based on Our income, property and employees.

6. TERM AND TERMINATION

a. Initial Subscription Period. The initial subscription period shall start on the Start Date as identified on the Order Form and end on the End Date as identified on the Order Form ("Initial Subscription Period"). This Agreement cannot be terminated prior to the End Date other than for cause as described in Section 6.c below.

b. Renewal Subscription Period. Unless one of us gives the other written notice that it does not intend to renew the subscription, this Agreement will automatically renew for a duration equal to the duration of the Initial Subscription Period ("Renewal Subscription Period"). Renewal Subscription Periods cannot be terminated during such Renewal Subscription Period other than for cause as described in Section 6.c below. Written notice of non-renewal must be sent no less than sixty (60) days in advance of the end of the Subscription Period. The Renewal Subscription Period will be on the current terms and conditions of this Agreement and subject to the Renewal Fee Escalation identified in the Order Form or, if not specified in the Order Form, subject to Our standard pricing at the time the Renewal Subscription Period begins. Should You decide not to renew this Agreement, You may send the notice of non-renewal to billing@salsalabs.com.

c. Termination. Either You or We may terminate this Agreement for cause (i) upon thirty (30) days written notice to the other party of a material breach if such breach remains uncured at the expiration of such thirty (30) day period, or (ii) if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for benefit of creditors. Should You wish to terminate for cause, You may send the notice of breach and termination to billing@salsalabs.com.

d. Refund or Payment upon Termination. If this Agreement is terminated by You in accordance with Section 6.c, We will refund You any prepaid Subscription Fees covering the remainder of the Subscription Period after the effective date of termination. If this Agreement is terminated by Us in accordance with Section 6.c, You will pay any unpaid Subscription Fees covering the remainder of the Subscription Period and any unpaid Services Fees previously due. In no event will termination relieve You of Your obligation to pay any Subscription Fees payable to Us for periods prior to the effective date of termination or Services Fees previously due.

e. Customer Data Export and Deletion. Upon request by You made within 30 days after the effective date of termination or expiration of this Agreement, We will make Your Customer Data available to You for export or download as provided in the Documentation. After that 30-day period, We will have no obligation to maintain or provide Your Customer Data, and will thereafter delete or destroy all copies of Your Data in Our systems or otherwise in Our possession or control as provided in the Documentation, unless legally prohibited.

7. YOUR DATA

a. Limits on Us. We will not use, or allow anyone else to use, Customer Data to contact any individual or organization except as you direct or otherwise permit. We will use personally identifiable information from Customer Data only in order to provide the Services to you and only as permitted by applicable law, this Agreement, and our Privacy Policy as may be amended by Salsa from time to time, which can be found at https://www.salsalabs.com/privacy-policy.

b. Aggregate Data. We may monitor use of the Services and Customer Data from all of Our customers and use the data gathered in an aggregated and anonymous manner to improve the Services and to provide relevant performance benchmarks to our customers. We may also sell such aggregated and anonymous data to third parties. Any such use of aggregate data will not include personally identifiable information from Your Customer Data.

c. Safeguards. We will maintain commercially appropriate administrative, physical and technical safeguards to protect Customer Data. We will also maintain appropriate levels of compliance with PCI-DSS requirements for credit card processing.

d. Data Protection Legislation. In the event We process "personal data" as defined by and subject to any national law of an EU member state adopted pursuant to Regulation (EU) 2016/679 ("Personal Data"), then: (i) You acknowledge and agree that You are the controller of such Personal Data and We are a processor of such Personal Data under the Agreement; (ii) You will comply with Your obligations as a controller under applicable law; (iii) You and We agree to comply with the Data Processing Agreement available at: https://www.salsalabs.com/data-processing-agreement and (iv) in the event Personal Data processed by us is transferred from any EU member country to the United States, You and We agree to comply with the Standard Contractual Clauses available at: https://www.salsalabs.com/standard-contractual-clauses.

8. OWNERSHIP

a. The Services. This is an agreement for access to and use of the Services and except as expressly stated otherwise herein, You are not granted a license to any software by this Agreement. We own or have rights to all intellectual property rights in and to the Services including the software underlying the Services (including all derivatives or improvements thereof). All suggestions, enhancement requests, feedbacks or recommendations or other input provided by You or any other party relating to the Services or underlying software shall be owned by Us, and You hereby do and shall make all assignments and take all reasonable acts necessary to accomplish the foregoing ownership. Any rights not expressly granted herein are reserved by Us. You agree not to copy, rent, lease, sell, distribute, reverse engineer or create derivative works based on the Services in whole or in part, by any means, except as expressly authorized in writing by Us. If We make Enrichment Data available to You, then You may only use that Enrichment Data in connection with Your use of the Services. To the extent that you use any syndication features of the Services to make any templates that you create ("Customer Templates"), available to other organizations ("Syndication Affiliates"), You hereby grant permission to Us and to those Syndication Affiliates to use Your Customer Templates.

b. Customer Data. You own Your Customer Data. We have no ownership rights to Your Customer Data. You are solely responsible for the accuracy, quality, content and legality of Your Customer Data, the means by which Your Customer Data is acquired, and the transfer of Your Customer Data outside of the Services. You grant permission to Us and Our licensors to use Your Customer Data only as necessary to provide the Services to you and as permitted in this Agreement.

9. CONFIDENTIALITY

Receiving Party will: (i) protect the confidentiality of the Confidential Information using the same degree of care that it uses with its own confidential information of similar nature, but with no less than reasonable care, (ii) not use any Confidential Information for any reason outside the scope of this Agreement, (iii) not disclose Confidential Information to any third party (except Our Third-Party Partners), and (iv) limit access to Confidential Information to its employees, contractors and agents. Upon notice to Discloser, the Receiver may disclose Confidential Information if required to do so under any federal, state or local law, statute, rule or regulation, subpoena or legal process.

10. PUBLICITY

Unless otherwise indicated on the Order Form, We have the right to insert a brand at the bottom of each email, webpage, or other communication or medium stored, generated or transmitted by or through Your use of the Services. A brand may include, but is not limited to, an image with a hyperlink to Our webpage, a tagline or other short statement indicating that We provide the services that distributed a given communication (e.g., "Empowered by Salsa Labs") or Our logo.

You also grant Us the right to add Your name and organization logo to Our customer list and website.

Any additional publicity beyond what is expressly indicated in this Section 10 is strictly prohibited unless agreed to in writing and in advance by both You and Us, separate from this Agreement.

11. REPRESENTATIONS, WARRANTIES, EXCLUSIVE REMEDIES AND DISCLAIMERS

a. Representations. Each party represents that it has validly entered into this Agreement and has the legal power to do so.

b. Our Warranties. We warrant that (i) the Services will perform materially in accordance with the applicable Documentation, (ii) We will not materially decrease the functionality of the Services during a subscription period, and (iii) We will employ industry standard practices to protect the security and availability of Your Customer Data including the regular performance of data backups. You acknowledge that Your sole and exclusive remedy for a breach of the warranties set forth in Section 11(b)(i) and (ii) is to inform Us of such failure and permit us to exercise commercially reasonable efforts to remedy such non-conformity.

c. Your Warranties. You warrant that (i) You have and will continue to have sufficient right to use content You upload to or use with the Services, (ii) You will comply with all domestic and international export laws, regulations, and other controls that apply to the distribution, development, users and use of the Services, (iii) Your use of the Services will comply with all applicable data protection, privacy, and technology laws and regulations effective in countries in which You are sending any form of communication through the Services, and (iv) Your use of the Services will be in accordance with the Acceptable Use Policy incorporated into this Agreement as Appendix B.

d. Disclaimers. EXCEPT AS EXPRESSLY PROVIDED HEREIN, NEITHER PARTY MAKES ANY WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND EACH PARTY SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, DATA ACCURACY, QUIET ENJOYMENT, TITLE, SYSTEM INTEGRATION, SUITABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. THE SERVICES ARE PROVIDED “AS-IS”. EXCLUSIVE OF ANY WARRANTY WHATSOEVER.

12. MUTUAL INDEMNIFICATION

a. Indemnification by Us. We will defend You against any claim, demand, suit or proceeding made or brought against You by a third party alleging that the use of the Services in accordance with this Agreement infringes or misappropriates such third party’s intellectual property rights (a “Claim Against You”), and will indemnify You from any damages, attorney fees and costs finally awarded against You as a result of, or for amounts paid by You under a court-approved settlement of, a Claim Against You, provided You (i) promptly give Us written notice of the Claim Against You, (ii) give Us sole control of the defense and settlement of the Claim Against You (except that We may not settle any Claim Against You unless it unconditionally releases You of all liability), and (iii) give Us all reasonable assistance, at Our expense. If We receive information about an infringement or misappropriation claim related to the Services, We may in Our discretion and at no cost to You (x) modify the Services so that they no longer infringe or misappropriate, without breaching Our warranties under Section 11(b) (Our Warranties), (y) obtain a license for Your continued use of the Services in accordance with this Agreement, or (z) terminate Your subscriptions for the infringing or misappropriating Services upon 30 days’ written notice and refund You any prepaid fees covering the remainder of the term of the terminated subscriptions. The above defense and indemnification obligations do not apply to the extent a Claim Against You arises from content (including Customer Data) You upload to or use with the Services or Your breach of this Agreement.

b. Indemnification by You. You will defend Us against any claim, demand, suit or proceeding made or brought against Us by a third party alleging that Your Customer Data, or Your use of the Services in breach of this Agreement, infringes or misappropriates such third party’s intellectual property rights or violates applicable law (a “Claim Against Us”), and will indemnify Us from any damages, attorney fees and costs finally awarded against Us as a result of, or for any amounts paid by Us under a court-approved settlement of, a Claim Against Us, provided We (i) promptly give You written notice of the Claim Against Us, (ii) give You sole control of the defense and settlement of the Claim Against Us (except that You may not settle any Claim Against Us unless it unconditionally releases Us of all liability), and (iii) give You all reasonable assistance, at Your expense.

c. Exclusive Remedy. This Section 12 states the indemnifying party’s sole liability to, and the indemnified party’s exclusive remedy against, the other party for any type of claim described in this Section 12.

13. LIMITATION OF LIABILITY

EXCEPT FOR YOUR LIABILITY FOR PAYMENT OF FEES AS DESCRIBED IN SECTION 5, EITHER PARTY'S LIABILITY WITH RESPECT TO INDEMNIFICATION DESCRIBED IN SECTION 12, AND YOUR LIABILITY FOR VIOLATIONS OF OUR INTELLECTUAL PROPERTY RIGHTS, IF, NOTWITHSTANDING THE OTHER TERMS OF THIS AGREEMENT, EITHER PARTY IS DETERMINED TO

HAVE ANY LIABILITY TO THE OTHER PARTY OR ANY THIRD PARTY, THE PARTIES AGREE THAT THE AGGREGATE LIABILITY OF A PARTY WILL BE LIMITED TO THE LESSER OF FIVE THOUSAND DOLLARS ($5,000) OR THE TOTAL AMOUNTS PAID BY YOU FOR THE SUBSCRIPTION SERVICES IN THE TWELVE (12) MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO A CLAIM. THE ABOVE LIMITATIONS WILL APPLY WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY.

IN NO EVENT WILL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER PARTY FOR ANY LOST PROFITS, REVENUES OR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, COVER OR PUNITIVE DAMAGES, WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING DISCLAIMER WILL NOT APPLY TO THE EXTENT PROHIBITED BY LAW.

14. GENERAL PROVISIONS

a. Entire Agreement. This Agreement constitutes the entire agreement between You and Us regarding Your use of the Services and specifically includes all of the terms incorporated herein as well as in all applicable Order Forms. This Agreement supersedes all prior proposals, agreements and other communications between You and Us, written or oral, related to the subject matter of this Agreement.

b. Conflicting Terms. To the extent any conflict or inconsistency exists among the terms in the following documents, the order of precedence shall be: (1) applicable Order Forms (most recent to least recent), (2) this Agreement, and (3) the Documentation.

c. Notices. All notices to You described in this Agreement will be deemed effective when sent to the email address provided by You on Your Order Form. Any notice to Us will be deemed effective when sent in accordance with the terms of this Agreement or otherwise when delivered to the physical address for our corporate office listed on our website (https://www.salsalabs.com), Attention: CFO.

d. Survivability. All provisions that by their sense, context, or effect the parties intend to survive the termination of this Agreement shall survive the termination of this Agreement for any reason, including the confidentiality provisions set forth in this Agreement.

e. Severability. If a court finds that any provision or provisions of this Agreement are invalid or otherwise unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. A court may reform any provision deemed invalid or unenforceable in order to effect this Agreement's expressed intentions.

f. Governing Law. The laws of the State of Maryland shall govern this Agreement without regard to choice-of-law principles. You and We agree that any and all disputes, claims, or litigation arising from or related in any way to this Agreement shall be resolved exclusively by the courts in the State of Maryland, and each party waives any objections against and agrees to submit to the personal jurisdiction of such state and federal courts, including objections or defenses based upon an inconvenient forum.

g. Relationship. No agency, partnership, joint venture or employment is created as a result of this Agreement and You do not have any authority of any kind to bind Us in any respect whatsoever. There are no third-party beneficiaries intended under this Agreement.

h. Assignment. Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the other party's prior written consent (not to be unreasonably withheld); provided, however, either party may assign this Agreement in its entirety (including all Order Forms), without the other party's consent in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets. Notwithstanding the foregoing, if a party is acquired by, sells substantially all of its assets to, or undergoes a change of control in favor of, a direct competitor of the other party, then such other party may terminate this Agreement upon written notice. In the event of such a termination, We will refund to You any prepaid fees covering the remainder of the current Subscription Period of all subscriptions. Subject to the foregoing, this Agreement will bind and inure to the benefit of the parties, their respective successors and permitted assigns.

Appendix A – Related Products & Services

1. Desktop Client for CRM Services. If You purchase Our CRM Services, We may provide You with software to access the CRM Services ("Desktop Client"). Accessing the CRM Services via the Desktop Client may provide a different level of functionality than accessing the CRM Services through a standard web browser. During the Subscription Period and subject to the terms and conditions of this Agreement, We hereby grant You a non-exclusive, non-transferable license, without the right to sub-license, to access the object code form of the Desktop Client software solely for the purpose of accessing the CRM Services.

2. Salsa Sync for Salesforce End User License Agreement. We have developed and provide a service called "Salsa Sync for Salesforce" that synchronizes data between the Our Services and the Salesforce.com Inc ("Salesforce") platform. In addition to the terms and conditions of this Agreement, Your use of Salsa Sync for Salesforce, as well as the services that You receive through such use are governed by the Salsa Sync for Salesforce End User License Agreement (https://www.salsalabs.com/salsa-sync-salesforce-end-user-license-agreement).

3. Mobile Applications. We may make available mobile applications to access the Services via a mobile device ("Mobile Applications"). To use the Mobile Applications You must have a mobile device that is compatible with the mobile service. We do not warrant that the Mobile Applications will be compatible with Your mobile device. We hereby grant to You a non-exclusive, non-transferable, revocable license to use an object code copy of the Mobile Applications for one registered account on one mobile device owned or leased solely by You, for Your personal use. You may not: (i) modify, disassemble, decompile or reverse engineer the Mobile Applications, except to the extent that such restriction is expressly prohibited by law; (ii) rent, lease, loan, resell, sublicense, distribute or otherwise transfer the Mobile Applications to any third-party or use the Mobile Applications to provide time sharing or similar services for any third-party; (iii) make any copies of the Mobile Applications; (iv) remove, circumvent, disable, damage or otherwise interfere with security-related features of the Mobile Applications, features that prevent or restrict use or copying of any content accessible through the Mobile Applications, or features that enforce limitations on use of the Mobile Applications; or (v) delete the copyright and other proprietary rights notices on the Mobile Applications. You acknowledge that We may from time to time issue upgraded versions of the Mobile Applications, and may automatically electronically upgrade the version of the Mobile Applications that You are using on Your mobile device. You consent to such automatic upgrading on Your mobile device, and agree that these Terms will apply to all such upgrades. The foregoing license grant is not a sale of the Mobile Applications or any copy thereof, and We and Our third-party licensors or suppliers retain all right, title, and interest in and to the Mobile Applications (and any copy of the Mobile Applications). Standard carrier data charges may apply to Your use of the Mobile Applications.

The following additional terms and conditions apply with respect to any Mobile Applications that We provide to You designed for use on an Apple iOS-powered mobile device (an "iOS App"):

- You acknowledge that these Terms are between You and Us only, and not with Apple, Inc. ("Apple").
- Your use of Our iOS App must comply with Apple's then-current App Store Terms of Service.
- We, and not Apple, are solely responsible for Our iOS App and the Services and content available thereon. You acknowledge that Apple has no obligation to provide maintenance and support services with respect to Our iOS App. To the maximum extent permitted by applicable law, Apple will have no warranty obligation whatsoever with respect to Our iOS App.
- You agree that We, and not Apple, are responsible for addressing any claims by You or any third-party relating to Our iOS App or Your possession and/or use of Our iOS App, including, but not limited to: (i) product liability claims; (ii) any claim that the iOS App fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation, and all such claims are governed solely by these Terms and any law applicable to Us as provider of the iOS App.
- You agree that We, and not Apple, shall be responsible, to the extent required by these Terms, for the investigation, defense, settlement and discharge of any third-party intellectual property infringement claim related to Our iOS App or Your possession and use of Our iOS App.
- You represent and warrant that (i) You are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country; and (ii) You are not listed on any U.S. Government list of prohibited or restricted parties.

- You agree to comply with all applicable third-party terms of agreement when using Our iOS App (e.g., You must not be in violation of Your wireless data service terms of agreement when using the iOS App).
- The parties agree that Apple and Apple's subsidiaries are third-party beneficiaries to these Terms as they relate to Your license of Our iOS App. Upon Your acceptance of these Terms, Apple will have the right (and will be deemed to have accepted the right) to enforce these Terms against You as they relate to Your license of the iOS App as a third-party beneficiary thereof.

The following additional terms and conditions apply with respect to any Mobile Applications that We provide to You designed for use on an Android-powered mobile device (an "Android App"):

- You acknowledge that these Terms are between You and Us only, and not with Google, Inc. ("Google").
- Your use of Our Android App must comply with Google's then-current Android Market Terms of Service.
- Google is only a provider of the Android Market where You obtained the Android App. We, and not Google, are solely responsible for Our Android App and the Services and content available thereon. Google has no obligation or liability to You with respect to Our Android App or these Terms.
- You acknowledge and agree that Google is a third-party beneficiary to the Terms as they relate to Our Android App.

4. Geo-Location Services. The Services may include and make use of certain functionality and services provided by third-parties that allow Us to include maps, geocoding, places and other content from Google, Inc. ("Google") as part of the Services (the "Geo-Location Services"). Your use of the Geo-Location Services is subject to Google's then current Terms of Use for Google Maps/Google Earth (http://www.google.com/intl/en_us/help/terms_maps.html) and by using the Geo-Location Services, You are agreeing to be bound by Google's Terms of Use.

5. NCOA (National Change of Address) Services. If You subscribe to our NCOA Services, We will export constituent addresses from Your Salsa CRM database. All addresses will be checked to ensure the address is valid and then will be standardized according to the U.S. Postal Service address standards. For example, "Street" is abbreviated to "St" and "Avenue" is abbreviated to "Ave" and Zip Code suffix is appended. Addresses are compared to the NCOA database to determine if constituents filed a change of address notification within the last 48 months. We will import the uploaded records back in to Your Salsa CRM database. Old or outdated addresses will be retained in Your Salsa CRM database and will be designated as NOT primary with correspondence reason of PREVIOUS ADDRESS.

Our Products

Salsa CRM + Salsa Engage
Salsa Engage
Salsa Engage for Salesforce
Product Integrations
Get a Demo
Request Pricing

Resources

Case Studies
Best Practices
Upcoming Events & Webinars
Our Partners
Tips with Salsa Podcast
Video Library

For Customers

Thrive
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Smart Start
Salsa Scholars
Client Login
Blog

About Salsa

Our Story
Management
Careers
Sales: 866-619-8635
Support: M-F | 8AM-8PM ET

salsalabs
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Bethesda, MD 20814

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