

**STAFF REPORT FOR CALENDAR ITEM NO.: 9
FOR THE MEETING OF: July 13, 2017**

TRANSBAY JOINT POWERS AUTHORITY

BRIEF DESCRIPTION: Approve (1) a Naming and Signage Rights Agreement between TJPA and salesforce.com to provide salesforce with the right to name the new Transit Center the “Salesforce Transit Center” and the right to receive certain other benefits over the course of a 25-year term (with option to extend for 5 years) and more than \$110 Million in aggregate escalated fee over the term; (2) a Memorandum of Agreement regarding Mission Square between TJPA and Transbay Tower LLC regarding property located at 415 Mission Street; and (3) a confidential First Amendment to Security Agreement for Mission Square, Elevators, and Pedestrian Bridge between TJPA and Transbay Tower LLC regarding property located at 415 Mission Street.

BACKGROUND:

In March 2017, the TJPA Board approved an agreement with Lincoln Property Company (Lincoln) to operate and maintain the new Transbay Transit Center. Lincoln’s team will be responsible for key revenue-generating opportunities within the Transit Center, including retail leasing, events, advertising, and sponsorship. TJPA’s agreement with Lincoln is intended to deliver the maximum possible revenues, while controlling costs.

Nonetheless, TJPA anticipates that there will be operating deficits, at least in the first several years of operation of the Transit Center. To reduce that financial burden while maintaining superior levels of service and quality, TJPA has sought other revenue sources.

Numerous public facilities and improvements throughout the country and internationally have sought and secured private partnerships, such as naming rights agreements, to fund public services and programs. By way of example and including the publicly reported total values paid:

- Chicago’s Millennium Park includes corporate sponsorship agreements for improvements such as “McCormick Tribune Plaza and Ice Rink” (\$3.2 Million total), “AT&T Plaza” (\$3 Million total), “Boeing Galleries” (\$5 Million total), “Exelon Pavilions” (\$5.5 Million total), and “BP Pedestrian Bridge” (\$5 Million total).
- Denver’s Regional Transportation District entered an agreement with the state university to name the “University of Colorado A Line,” a 23 mile rail line connecting Denver’s Union Station with the Denver Station Airport (\$5 Million total over 5 years).
- New York City’s Metropolitan Transportation Authority (MTA) entered an agreement with Barclay’s to name the subway station outside of Barclay’s Center sports arena in Brooklyn the “Atlantic Av-Barclays Ctr” (\$200,000 per year for 20 years).
- Philadelphia’s Southeastern Pennsylvania Transportation Authority (SEPTA) reached an agreement to rename Pattison Station on the Broad Street Line the “AT&T Station” (\$5 Million total over 5 years).

- Chicago’s Transit Authority agreed to provide Apple a right of first refusal to name the station stop outside of an Apple flagship store (\$4 Million total to fund station refurbishment).
- San Diego’s Metropolitan Transit System entered an agreement to name its new mid-coast trolley line the “UC San Diego Blue Line” (\$30 Million total over 30 years).
- Dallas Area Rapid Transit (DART) and Anaheim Regional Transportation Center (ARTIC) are all pursuing naming rights partners for their rail lines and stations.

Over the last several years, TJPA has evaluated whether a similar type of arrangement would be appropriate to provide additional funding and support for the Transit Center.

DISCUSSION:

TJPA has negotiated the attached Naming and Signage Rights Agreement (the “Agreement”) with salesorce.com. The key terms of the Agreement are summarized as follows:

Naming Rights Fee: Under the Agreement, salesforce will pay to TJPA an aggregate escalated fee of more than \$110 Million over the 25-year term of the Agreement, made up of: \$1,010,000 at the time of execution of the Agreement; an upfront, lump sum payment fee for the first 3 years of the term in the amount of \$9,112,700 at the time of commencement of regular passenger bus service and satisfaction of certain other conditions; and an annual fee of \$3,278,181 escalated by 3 percent over the term of the Agreement starting in year 4 of the term.

The amount of the annual fee is favorable to the agency. As part of the procurement process to select an asset manager for the new Transit Center, TJPA offered proposers the opportunity to bid on the “promotional platform” at the Transit Center, which is made up of general advertising, promotional events, sponsorships, and naming rights. TJPA requested that proposers provide their estimated revenues in the stabilized year, broken out by revenue source. The proposers projected that they could achieve the following annual naming rights revenues:

	Cushman & Wakefield	Lincoln	YoungWoo & Associates
Projected Gross Revenue from Naming Rights	\$2.00 M	\$2.29 M*	\$1.07 M
% Share for TJPA	85%	85%	**
Projected Net Revenue to TJPA	\$1.70 M	\$2.18M	< \$1.07M

* This is the low range presented by the proposer during negotiations. TJPA found the upper end of the range (est. \$5.34 M gross; \$4.539 net to TJPA) to be overly optimistic and not a reasoned estimate. The low range was used to develop the projected facility revenues included in the Asset Management Agreement approved by the Board.

** This proposer did not propose to share promotional platform revenues directly, but rather as part of an overall participation rent.

The annual naming rights fee that salesforce will pay under the Agreement significantly exceeds the annual naming rights fees projected by the three proposers. The proposers were only making a reasoned projection of the potential revenue, while the naming rights fee from salesforce is committed. And given the commissions/share that the proposers would have expected to retain, the proposers would have had to well-exceed their projections for TJPA to achieve the same revenue as TJPA will receive under the salesforce Agreement; TJPA will not pay any commissions/shares under the Agreement with salesforce. In February 2015, TJPA broadly offered the opportunity for others to submit naming rights and sponsorship proposals, but did not receive any proposals.

Under the Agreement, the amount of the annual naming rights fee will increase by 20 percent when Phase 2 of the Transbay Program – the Downtown Rail Extension – commences.

Name and Logo: Under the Agreement, the name of the transit center facility will be the “Salesforce Transit Center.” Additionally, the rooftop park will be “Salesforce Park” and the rooftop park amphitheater will be “Salesforce Amphitheater.” Salesforce reserves the right to likewise name the children’s playground and the grand hall. TJPA and salesforce will cooperate in determining the design of the logos or “marks” that will be associated with these names. (As discussed below, no signs, logos or marks will be placed on the awning or in locations in the rooftop park that have not been approved).

TJPA Retains Rights for Other Revenue Opportunities; No Restrictions on Competitors: Under the Agreement, TJPA and its asset manager retain a full range of opportunities to generate additional revenue through general advertising, promotional events, and sponsorships. The Agreement does not impose any competitor or category restrictions on these activities; the absence here improves TJPA’s ability to generate revenue through the remainder of its promotional platform.

Term: The term of the Agreement is 25 years beginning on the commencement date, which is generally the date when a temporary certificate of occupancy is issued for the facility, regular bus service has begun, a security plan is implemented at the facility, and substantially all of the rooftop park is open to the public. Salesforce may extend the term for an additional 5 years.

Use of Rooftop Park: Under the Agreement, salesforce will have the option to reserve the rooftop park for its annual convention, Dreamforce, subject to payment of the fee generally charged to the public for a similar size and scope of use, and compliance with all of the terms, conditions, and requirements applicable to the other members of the public for a similar use of the rooftop park.

Rooftop Park Hours: Under the Agreement, TJPA will limit the operating hours of the rooftop park. In particular, from November 1 through April 30 TJPA will open the park no earlier than 6:00 am and close the park no later than 8:00 pm, and from May 1 through October 31 TJPA will open the park no earlier than 6:00 am and close the park no later than 9:00 pm. The rooftop park hours do not apply, however, to the rooftop park’s Restaurant and Café, or events in the park. TJPA can modify these hours with salesforce’s consent.

Security: Under the Agreement, TJPA will implement a security plan [redacted to omit confidential security details from Schedule 3.3.1] during the term of the Agreement; TJPA reserves its rights to make changes to that plan but salesforce has the right to terminate the Agreement if it does not consent to such changes. The requirements of the security plan are consistent with the assumptions and projected facility operating costs previously described to the Board and consistent with American Public Transportation Association (APTA) recommendations.

Facility Operations and Maintenance: Under the Agreement, TJPA shall ensure that the transit center is regularly cleaned and maintained in a manner comparable to that of Grand Central Terminal. This requirement is consistent with the assumptions and projected facility operating costs previously described to the Board.

Signage and Other Materials: Under the Agreement, the name of the transit center will be displayed on building signs at various locations around the facility. TJPA and salesforce will cooperate in determining the design of these building signs and the final location and number of signs. All signs will conform with TJPA's discussions with the City and County of San Francisco about sign placement and no signs, logos or marks will be placed on the awning or in locations in the rooftop park that have not been approved. The name and logo of the transit center may at salesforce's election also be included on the frames/housing of general advertising signs, although salesforce will have no right to control the content of the advertising signs. Salesforce will be responsible for all incremental costs associated with including the salesforce marks on the signage, including all incremental costs related to the conceptual drawings, design, fabrication, mounting, and installation of the signage. The name and logo of the transit center will also be included on other materials and outlets, like stationary letterhead, the facility website, and uniforms; salesforce will be responsible for all incremental costs for such inclusions.

Venue App and Platform: Under the Agreement, if TJPA determines in its discretion to develop a venue App, TJPA agrees that, so long as the salesforce platform is suitable for the venue App and comparable to other platforms for comparable facilities, the venue App shall operate exclusively on the salesforce platform, at salesforce's sole cost and expense.

Mission Square

In 2012, TJPA sold the property located at 415 Mission Street in San Francisco to the predecessor in interest to Transbay Tower LLC (the "Tower Developer") for construction of the high rise office development commonly referred to as "Salesforce Tower." As part of that transaction, (1) the Tower Developer and TJPA recorded an easement whereby, among other things, the Tower Developer granted TJPA certain easements over an about 27,000 square foot plaza on the east side of the Tower Developer's property (on the north side of the Transit Center), commonly referred to as Mission Square (the "Mission Square Easement"); and (2) the Tower Developer and TJPA entered a Security Agreement for Mission Square, Elevators, and Pedestrian Bridge pertaining to, among other things, the new Transit Center, the tower development, and Mission Square (the "Security Agreement").

TJPA understands that a revised design for the Tower Developer's Mission Square has been approved by City and County of San Francisco Planning Department and has been presented to

the San Francisco Planning Commission as an information item. In summarizing the changes, the City staff report to the Commission explains that under the revised design the Hawkinson sculpture, redwood grove, and grid of light poles are removed from the plaza; the plaza will be paved with in-ground LED light fixtures within the former tree wells; the gondola enclosure has been redesigned to respond to the curvature of the surrounding buildings with a steel and glass structure; and alternative landscaping and seating is provided. The City staff report concludes that the revised design is better suited for the high level of anticipated pedestrian traffic across Mission Square, will allow more natural light into the plaza, and will provide a unique experience for visitors.

TJPA staff have negotiated the attached Memorandum of Agreement regarding Mission Square with the Tower Developer (the “Memorandum”) [redacted to omit confidential security details from Schedule 1.1] to amend the Mission Square Easement consistent with City’s approval of the revised design for Mission Square. The Memorandum conceptually approves the revised design as a replacement of the original design for the plaza, permits the Tower Developer to complete the construction of Mission Square under the revised design by no later than March 31, 2018, eliminates the former Large Artwork Easement Area (which is no longer required by the TJPA) for a payment of \$10,000, and provides a more defined process for the Tower Developer, and its tenants and permittees, to seek TJPA’s approval to hold certain events in Mission Square. TJPA staff and the Tower Developer have also negotiated a First Amendment to Security Agreement (the “First Amendment”) to make changes to the Security Agreement in conformance with Memorandum. Consistent with the original Security Agreement as well as other security agreements TJPA has entered with other neighboring developments, the First Amendment is confidential and not subject to public disclosure.

RECOMMENDATION:

Approve (1) the Naming and Signage Rights Agreement between TJPA and salesforce.com to provide salesforce with the right to name the new Transit Center the “Salesforce Transit Center” and the right to receive certain other benefits over the course of a 25-year term (with the option to extend for 5 years) and an aggregate escalated fee of more than \$110 Million over the term, in substantially the form attached hereto, (2) a Memorandum of Agreement regarding Mission Square between TJPA and Transbay Tower LLC regarding property located at 415 Mission Street, and (3) a confidential First Amendment to Security Agreement for Mission Square, Elevators, and Pedestrian Bridge between TJPA and Transbay Tower LLC regarding property located at 415 Mission Street; and authorize the Executive Director to take all actions and execute all documents as he deems reasonably necessary to implement and effectuate the approvals.

ENCLOSURES:

1. Resolution
2. Naming and Signage Rights Agreement [Schedule 3.3.1 redacted *in toto*; contains confidential security information]
3. Memorandum of Agreement regarding Mission Square [Schedule 1.1 redacted in part to remove confidential security information]
4. First Amendment to Security Agreement [document redacted *in toto*; contains confidential security information]

**TRANSBAY JOINT POWERS AUTHORITY
BOARD OF DIRECTORS**

Resolution No. _____

WHEREAS, The Transbay Joint Powers Authority (TJPA) is a joint powers agency organized and existing under the laws of the State of California to design, build and operate the Transbay Transit Center Program (Transbay Program); and

WHEREAS, After broadly soliciting proposals for naming rights or sponsorship of the new Transit Center, TJPA has negotiated a Naming and Signage Rights Agreement (the "Agreement") with salesforce.com to provide salesforce with the right to name the new Transit Center the "Salesforce Transit Center" and the right to receive certain other benefits over the course of a 25-year term (with the option to extend for 5 years) and an aggregate escalated fee of more than \$110 Million over the term; and

WHEREAS, The financial and other terms of the Agreement are favorable to the agency based on proposals submitted by other third parties to broker naming rights for the facility; and

WHEREAS, In 2012, TJPA sold the property located at 415 Mission Street in San Francisco to the predecessor in interest to Transbay Tower LLC (the "Tower Developer") for construction of the high rise office development commonly referred to as "Salesforce Tower." As part of that transaction, (1) the Tower Developer and TJPA recorded an easement whereby, among other things, the Tower Developer granted TJPA certain easements over an about 27,000 square foot plaza on the east side of the Tower Developer's property (on the north side of the Transit Center), commonly referred to as Mission Square (the "Mission Square Easement"); and (2) the Tower Developer and TJPA entered a Security Agreement for Mission Square, Elevators, and Pedestrian Bridge pertaining to, among other things, the new Transit Center, the tower development, and Mission Square (the "Security Agreement"); and

WHEREAS, A revised design for the Tower Developer's Mission Square has been approved by the City and County of Francisco Planning Department, which changes the City describes as removal of the Hawkinson sculpture, redwood grove, and grid of light poles; paving with in-ground LED light fixtures within the former tree wells; redesign of the gondola enclosure to respond to the curvature of the surrounding buildings with a steel and glass structure; and providing alternative landscaping and seating; and

WHEREAS, Consistent with the City's approval of the revised design, TJPA staff have negotiated a Memorandum of Agreement regarding Mission Square with the Tower Developer (the "Memorandum"), which conceptually approves the revised design as a replacement of the original design for the plaza, permits the Tower Developer to complete the construction of Mission Square under the revised design by no later than March 31, 2018, eliminates the former Large Artwork Easement Area which is no longer required by the TJPA, and provides a more defined process for the Tower Developer, and its tenants and permittees, to seek TJPA's approval to hold certain events in Mission Square; TJPA and the Tower Developer have also negotiated a confidential First Amendment to Security Agreement for Mission Square, Elevators, and

Pedestrian Bridge with the Tower Developer (the “First Amendment”) to make changes to the Security Agreement in conformance with Memorandum; now, therefore, be it

RESOLVED, That the TIPA Board of Directors authorizes the Executive Director to execute the Naming and Signage Rights Agreement with salesforce.com to provide salesforce.com with the right to name the new Transit Center the “Salesforce Transit Center” and the right to receive certain other benefits over the course of a 25-year term (with the option to extend for 5 years) and an aggregate escalated fee of more than \$110 Million over the term, in substantially the form on file with the Secretary of the Board; and

FURTHER RESOLVED, That the TIPA Board of Directors authorizes the Executive Director to execute the Memorandum of Agreement regarding Mission Square with Transbay Tower LLC regarding property located at 415 Mission Street, in substantially the form on file with the Secretary of the Board; and

FURTHER RESOLVED, That the TIPA Board of Directors authorizes the Executive Director to execute the confidential First Amendment to the Security Agreement with Transbay Tower LLC regarding property located at 415 Mission Street, in substantially the form on file with the Secretary of the Board; and

FURTHER RESOLVED, That the TIPA Board of Directors authorizes the Executive Director to take all actions and execute all documents as he deems reasonably necessary to implement and effectuate the above approvals.

I hereby certify that the foregoing resolution was adopted by the Transbay Joint Powers Authority Board of Directors at its meeting of July 13, 2017.

Secretary, Transbay Joint Powers Authority

NAMING AND SIGNAGE RIGHTS AGREEMENT

SALESFORCE.COM

TRANSBAY JOINT POWERS AUTHORITY

July 13, 2017

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NAMING AND SIGNAGE RIGHTS AGREEMENT

This Naming and Signage Rights Agreement (this “Agreement”) is entered into as of July 13, 2017 (the “Effective Date”), by and between salesforce.com, inc., a Delaware corporation (“salesforce”) and the Transbay Joint Powers Authority, a public agency organized under the laws of the State of California (“TJPA”). Salesforce and TJPA are each called a “Party” and together are called the “Parties”.

WITNESSETH:

WHEREAS, the board of directors of TJPA (the “TJPA Board”) is comprised of representatives from each of the Alameda-Contra Costa Transit District, the California Department of Transportation (“Caltrans”), the City and County of San Francisco (the “City”), and the Peninsula Corridor Joint Powers Board (the foregoing agencies, collectively, the “Constituent Agencies”);

WHEREAS, TJPA is authorized to develop and provide for the operation of the Transbay Transit Center Program providing, *inter alia*, passenger access to numerous transit systems connecting eight (8) counties in the San Francisco Bay Area and other destinations in the State of California;

WHEREAS, pursuant to the Transbay Transit Center Program, TJPA is constructing a regional transit station to be located at First and Mission Streets in San Francisco, California, as described in detail herein;

WHEREAS, the Venue (as hereinafter defined) will, in addition to transit access, include public spaces, commercial spaces (including retail space) and advertising media, which, collectively, will be managed by a third party operator (the “Venue Operator”) pursuant to a separate written agreement between the Venue Operator and TJPA and in accordance with the terms of this Agreement (the “Asset Management Agreement”);

WHEREAS, TJPA wishes to grant to salesforce certain naming rights, the right to use certain signage locations on the exterior and interior of the Venue, and certain promotional rights and ancillary opportunities, all as described herein; and

WHEREAS, salesforce wishes to secure and utilize such rights granted to salesforce herein pursuant to the terms, conditions, and covenants as set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual promises set forth in this Agreement, the Parties hereby agree as follows:

1. **DEFINITIONS.** As used in this Agreement, capitalized terms shall have the meanings set forth in this Section 1 unless another meaning is stated elsewhere in this Agreement.

“Additional Proposals” shall have the meaning set forth in Section 3.4.2.

“Adjusted Fee” shall have the meaning set forth in Section 5.2.

“Affiliate” means, with respect to a Party, a legal entity Controlling, Controlled by, or under common Control with, directly or indirectly, such Party.

“Agreement” shall have the meaning set forth in the preamble hereof.

“Alternative Use Notice” shall have the meaning set forth in Section 3.6.1.

“App Data” shall have the meaning set forth in Section 2.3.2.

“Applicable Laws” means all applicable federal, state, and local laws, statutes, ordinances, regulations, and procedures, and all applicable orders, judgments, decisions, guidance, recommendations, rules, policies, or guidelines passed or issued by any regulatory authority or any competent court.

“Approved Third Parties” and “Approved Third Party” shall have the meanings set forth in Section 2.7.3.

“Asset Management Agreement” shall have the meaning set forth in the Recitals.

“Blue Cloud Logo” means the blue cloud logo commonly associated with salesforce, as set forth in the Usage Guide.

“Branding and Collateral Materials” shall have the meaning set forth in Section 2.3.1.

“Branding and Collateral Materials Implementation Date” shall have the meaning set forth in Section 2.3.1.

“Building Signs” means any exterior or interior static or digital non-General Advertising Signs located at the Venue, which provide information regarding the Venue and/or the Named Venue Components, and shall include any other form or delivery method of communication that may be adopted during the Term for non-general advertising purposes (other than the Tenant Signs, the TIPA Signs, and general directional or informational signage, such as, for illustrative purposes only, exit signs, maintenance signs, temporary event signs, or restroom signs).

“Bus Deck” means the full floor bus deck to be located within the Transit Center.

“Bus Plaza” means the ground floor bus plaza to be located within the Transit Center.

“Business Day” means each Monday through Friday except for federal holidays and other holidays on which banks within the City do not conduct business with the public on their premises.

“Caltrain” shall mean the commuter rail that operates principally between San Francisco and San Jose.

“Caltrans” shall have the meaning set forth in the Recitals.

“Change Notice” shall have the meaning set forth in Section 2.2.3.

“Children’s Playground” shall have the meaning set forth in Section 3.7.

“City” shall have the meaning set forth in the Recitals, and all references to street names and addresses contained herein shall be deemed to be references to street names and addresses located in the City, unless stated otherwise.

“Commencement Date” shall have the meaning set forth in Section 4.1.

“Commencement Date Naming Rights Fee” shall have the meaning set forth in Section 5.2.

“Constituent Agencies” shall have the meaning set forth in the Recitals.

“Control” (including “Controlling”, “Controlled”, and any other iteration of “Control”) means to own, directly or beneficially, more than fifty percent (50%) of the voting interests in an entity or asset, or to have the right, power, or authority to direct the affairs or disposition of such entity or asset.

“Cooperate” means that TJPA shall use commercially reasonable efforts to assist and actively support salesforce, at salesforce’s sole cost and expense, in achieving any salesforce proposal by, for example, attending hearings, making senior staff available to meet with interested parties, and making available relevant information as reasonably requested by salesforce, and TJPA shall not hinder or obstruct the achievement of any such proposal; provided, however, that members of the TJPA Board shall not be required to take any particular position on any salesforce proposal when such members are fulfilling their respective duties in roles other than as members of the TJPA Board, and further provided that salesforce acknowledges that any third party with regulatory or other authority over any salesforce proposal retains full discretion to approve or disapprove such proposal notwithstanding any TJPA Board approval.

“De-branding Activities” shall have the meaning set forth in Section 2.6.1.

“Digital Media Outlets” shall have the meaning set forth in Section 2.3.1.1.

“Disclosing Party” shall have the meaning set forth in Section 8.

“Dream Force” shall have the meaning set forth in Section 3.6.1.

“Dream Force Events” shall have the meaning set forth in Section 3.6.1.

“Early Termination Fee” shall have the meaning set forth in Section 4.2.3.

“Effective Date” shall have the meaning set forth in the preamble hereof.

“Extension Period” shall have the meaning set forth in Section 4.3.

“Force Majeure” means, with respect to any Party, an event or condition that is caused by facts and circumstances that are beyond the reasonable control of such Party, including the

enactment, imposition, or modification of any Applicable Laws, which occurs after the Effective Date and prohibits or materially impedes the performance of the obligations of either Party under this Agreement; confiscation or seizure by any governmental authority; the act or the failure to act of any governmental authority; compliance with any order or regulation of any governmental authority; war or war-like action (whether actual, pending, or expected and whether de jure or de facto); arrest or other restraint of government (civil or military); blockade or embargo; insurrection, civil disturbance, riot, or national emergency; epidemic or national health emergency; act of God, fire, landslide, lightning, earthquake, hurricane, storm, flood, drought, wash-out, or explosion; nuclear reaction or radiation or radioactive contamination; act of terrorism or sabotage; strike or other labor trouble; or failure of a utility provider. Notwithstanding the foregoing, an event or condition shall not be deemed a Force Majeure event if the “governmental authority” which causes such event or condition or which enacts, imposes or modifies an Applicable Law is the TJPA.

“Frustration of Purpose Event” shall have the meaning set forth in Section 12.

“General Advertising Signs” means any exterior or interior static or digital signs located at the Venue that display advertisements for goods and services, and shall include any other form or delivery method of communication that may be adopted during the Term for advertising and promotional purposes.

“Grand Hall” means the central grand hall to be located within the Transit Center.

“Historical Use” means, with respect to any Party, any use by such Party that is primarily for the purpose of providing historical information and commentary regarding the Naming Rights granted to salesforce under this Agreement. As a part of the foregoing, “Historical Use” means, with respect to any Party, any use by any Party that is primarily for the purpose of (i) retrospective or commemorative events for which the period of time during which this Agreement was in effect is relevant to such retrospective or commemorative event; or (ii) the preparation, publication, sale, or distribution of literary, photographic, video, digital, or other documentary work by any means of technology that discusses the Venue and its history or events that took place at the Venue in the period of time during which this Agreement was in place. For clarification, “Historical Use” excludes any use of the Total Marks by or for TJPA as a source identifier for any commercial goods or services.

“Increased Adjusted Fee” shall have the meaning set forth in Section 5.2.

“Indemnified Liabilities” shall have the meanings set forth in Section 9.1.1.

“Indemnified Parties” and “Indemnified Party” shall have the meanings set forth in Section 9.1.1.

“Indemnifying Party” shall have the meaning set forth in Section 9.1.1.

“Infringing Item” shall have the meaning set forth in Section 9.1.3.

“Named Venue Components” shall have the meaning set forth in Section 2.1.

“Naming Rights” shall have the meaning set forth in Section 2.1.

“Naming Rights Fee” shall have the meaning set forth in Section 5.2.

“Objection Notice” shall have the meaning set forth in Section 2.2.3.

“Objectionable Name” shall have the meaning set forth in Section 2.2.4.

“Occupancy Agreement” means the leases, licenses or other agreements relating to occupancy at the Venue.

“Park Amphitheater” means the amphitheater to be located within the Transit Center.

“Parties” and “Party” shall have the meanings set forth in the preamble hereof.

“Permitted Transfer” shall have the meaning set forth in Section 16.5.2.

“Permitted Transferee” shall have the meaning set forth in Section 16.5.2.

“Phase II” means the extension of the existing Caltrain rail alignment to the lower concourse of the Transit Center, which lower concourse will contain commercial space, including retail space of not less than twenty thousand (20,000) square feet.

“Phase II Commencement Date” means the date upon which all of the following conditions are met: (i) a Temporary Certificate of Occupancy is issued for Phase II; (ii) Caltrain service is made regularly available to the public in the Transit Center; (iii) the security plan has been implemented for Phase II; and (iv) a substantial portion of the Building Signs mutually agreed upon by the Parties subsequent to the Effective Date to be installed by TJPA are installed in the Phase II Components, provided that if conditions (i)-(iii) are met, the Phase II Commencement Date shall not be delayed by any period of delay in meeting condition (iv), if such delay is primarily a result of a Force Majeure event, subject to a maximum delay due to Force Majeure of one (1) year, or salesforce’s delay in providing any required deliverables with respect to the Building Signs within the timeframes required by this Agreement.

“Phase II Components” means: (i) the lower concourse of the Transit Center and (ii) the below-grade train platforms at the lower concourse of the Transit Center.

“Proprietary Information” shall have the meaning set forth in Section 8.1.1.

“Receiving Party” shall have the meaning set forth in Section 8.

“Representative” means, as to any person, its directors, officers, employees, agents, and advisors (including financial advisors, attorneys, and accountants), and “person” shall be broadly interpreted to include any individual corporation, company, partnership, or other entity.

“Rooftop Park” means the approximately five (5) acre rooftop park to be located within the Transit Center.

“Rooftop Park Closing Hours” shall have the meaning set forth in Section 3.9.

“salesforce” shall have the meaning set forth in the preamble hereof.

“Salesforce App Data” shall have the meaning set forth in Section 2.3.2.

“Salesforce Default” shall have the meaning set forth in Section 7.1.

“Salesforce Marks” means any of salesforce’s service marks, service names, trade names, trademarks, domain names, designs, and/or logos.

“Security Plan” shall have the meaning set forth in Section 3.3.1.

“Signage” means Building Signs and General Advertising Signs.

“Substitute Entitlement” means a substitute promotional or advertising right or benefit of substantially equivalent promotional value to the applicable undelivered promotional or advertising right or benefit.

“Superior Court” means the Superior Court of California, County of San Francisco.

“Tenant Signs” means the static and digital non-General Advertising Signs displaying the legal name or registered fictitious name and the logo of commercial tenants and transit operators (e.g., AC Transit, MUNI, Amtrak, Greyhound, etc.) at the Venue, whether on the exterior or interior of the Venue or on the exterior or interior of the commercial premises.

“Term” shall have the meaning set forth in Section 4.1.

“Term Year” shall have the meaning set forth in Section 5.2.

“Ticketing Facilities” means the ticketing facilities to be located within the Venue.

“TJPA” shall have the meaning set forth in the preamble hereof.

“TJPA Board” shall have the meaning set forth in the Recitals.

“TJPA Default” shall have the meaning set forth in Section 7.3.

“TJPA Signs” means the static and digital non-General Advertising Signs displaying the name and logo of TJPA, the Constituent Agencies, and governmental funding partners and their related entities, whether on the exterior or interior of the Venue.

“Total Marks” shall have the meaning set forth in Section 2.1.1.

“Total Marks Guidelines” shall have the meaning set forth in Section 2.2.1.

“Transfer” shall have the meaning set forth in Section 16.5.1.1.

“Transit Center” means the six (6) story building located generally at First and Mission Streets containing: (i) approximately one hundred three thousand three hundred (103,300) square feet of commercial space, more than half of which is designated for retail use; (ii) assets to

deliver a promotional platform (including a digital signage program to display transit information and sponsor or advertising content); (iii) the Grand Hall; (iv) public art installations; (v) the Rooftop Park; (vi) the Bus Deck; (vii) the Bus Plaza; (viii) the Ticketing Facilities; (ix) the Children's Playground; and (x) the Park Amphitheater.

“Usage Guide” shall mean the trademark usage and branding guidelines attached hereto as Schedule 2.5, as the same may be updated or amended by salesforce from time to time in salesforce's sole discretion to reflect changes to salesforce's general third-party trademark usage and branding guidelines or trademark usage and branding guidelines generally applicable to salesforce facilities and venues.

“Venue” means and consists of, from time to time during the Term: (i) the Transit Center and every component of the Transit Center; and (ii) beginning on the Phase II Commencement Date, Phase II and every component of Phase II. For avoidance of doubt, until such time as the Phase II Commencement Date occurs, TJPA shall have no obligations and salesforce shall have no rights with respect to Phase II or any components related to Phase II, other than the Naming Rights, as more particularly set forth in Section 2.1, below.

“Venue App” means, if TJPA elects in its sole discretion to have a mobile application (or other means or media which have effectively replaced mobile applications and that perform functions comparable to mobile applications) bearing the Total Marks for use by the general public, with features determined by TJPA in its sole discretion, which may include, by way of example only, bus and train schedules for arrivals and departures in the Venue, schedule alerts, information regarding events at Venue Components, information identifying retail tenants and other commercial entities and restaurants located in the Venue and their locations, wayfinding information, other information related to the Venue and Venue Components, and general advertising opportunities.

“Venue Component” means every component (i.e., part or element) of the Venue from time to time during the Term.

“Venue Component Mark” or “Venue Component Marks” shall have the meaning set forth in Section 2.1.1.

“Venue Logo” or “Venue Logos” shall mean the stylized version[s] of the names of the Venue and each of the Named Venue Components, which may include accompanying derivative elements.

“Venue Mark” shall have the meaning set forth in Section 2.1.1.

“Venue Operator” shall have the meaning set forth in the Recitals.

“Venue Usage Statistics” shall have the meaning set forth in Section 3.3.3.

“Website” shall have the meaning set forth in Section 2.3.1.1.

“Wi-Fi” means a wireless local area network product.

2. **NAMING RIGHTS.** Subject to the terms and conditions of this Agreement, TJPA hereby grants to salesforce the rights set forth in this Section 2.

2.1 **Grant of Exclusive Naming Rights.** During the Term and subject to the terms and conditions of this Agreement, TJPA hereby grants to salesforce an exclusive, worldwide right and license to (i) name the Venue and, concurrently or after the Effective Date, with all changes made after the Effective Date resulting from such naming to be governed by, and made in accordance with, the process set forth in Section 2.2.3, to name each of the Venue Components listed on Schedule 2.1 (the “Named Venue Components”), (ii) use the appearance, shape, and image of the Venue and each Named Venue Component as part of and in any use of any of the Total Marks, and (iii) exercise certain branding, promotion, and publicity rights and benefits pursuant to Section 2.3 and certain signage rights and benefits pursuant to Section 2.4 (collectively, such grant being denominated the “Naming Rights”). Salesforce shall not have the right to name any additional Venue Components other than the Named Venue Components without TJPA’s prior written approval, in TJPA’s sole discretion, and, if TJPA agrees to grant salesforce the right to name additional Venue Components, all costs and expenses associated with the naming of such additional Venue Components shall be the responsibility of salesforce. The rights granted to salesforce under clause (ii) above shall (1) be sublicensable to salesforce’s Affiliates, resellers, and other third parties in connection with promoting salesforce’s products, services and offerings and (2) include the right to have third parties exercise such rights for the benefit and on behalf of salesforce. Notwithstanding anything to the contrary herein, TJPA acknowledges and agrees that salesforce has the right but not the obligation to exercise the Naming Rights with respect to each Named Venue Component and that as of the Effective Date, salesforce intends to exercise the Naming Rights with respect to the Transit Center, the Rooftop Park, and the Park Amphitheater only. If salesforce elects to exercise the Naming Rights with respect to the Grand Hall and/or the Children’s Playground, (a) salesforce shall provide six (6) months prior written notice of such election to TJPA prior to its exercise thereof and (b) the Venue Component Marks for the Grand Hall and Children’s Playground shall be determined in accordance with the process set forth in Section 2.2.1.

2.1.1 Naming of Venue and Venue Components. During the Term and subject to the terms and conditions of this Agreement, the Venue shall be known as the “Salesforce Transit Center” (the name and Venue Logo associated with the Venue, collectively, the “Venue Mark”), and the Named Venue Components shall be known as the name set forth opposite the applicable Venue Component in Schedule 2.1 (each name and Venue Logo associated with each Named Venue Component, a “Venue Component Mark”, and collectively, the “Venue Component Marks”; and together with the Venue Mark, collectively, the “Total Marks”).

2.1.2 Exclusivity of Naming Rights. The Naming Rights shall be exclusive to salesforce at all times during the Term. As part of the foregoing, TJPA will not grant to any other party any naming rights for the Venue (including the Transit Center), the Venue Components (including the Named Venue Components), or any portion of the Venue during the Term.

2.1.3 [Intentionally Omitted].

2.1.4 Warranties of Exclusivity. TJPA warrants, represents, and covenants that it has not previously and will not, during the Term, grant to any third party, including the Venue Operator, any rights or opportunities in violation of the exclusive Naming Rights.

2.1.5 Phase II Exclusivity. The exclusive Naming Rights applicable to Phase II shall only apply as of the Phase II Commencement Date, provided that, for clarification, TJPA will not grant to any other party any naming rights in connection with Phase II during the Term, whether before or after the Phase II Commencement Date.

2.1.6 No Pass-Throughs. Salesforce shall not “pass through” its rights, benefits, or privileges under this Agreement to any person (other than salesforce’s Affiliates and sublicensees in accordance with the terms of this Agreement) for promotional tie-ins, cross-promotions, or otherwise in any manner that suggests that such person sponsors or is affiliated with, or that such person or its products or services are endorsed by, TJPA or the Venue.

2.1.7 Express Reservation. Except for the rights, benefits, and privileges expressly granted to salesforce under this Agreement and the restrictions expressly imposed on TJPA under this Agreement, all other rights, benefits, and privileges relating to the Venue and TJPA are expressly reserved by TJPA.

2.2 **Total Marks.**

2.2.1 Initial Total Marks. Salesforce shall consult in good faith with TJPA to determine, design, and develop the form and design elements, including the size, shape, font, and color of each of the Total Marks, and to develop reasonable guidelines setting forth all variations of the Total Marks and appropriate usages for each such variation (the “Total Marks Guidelines”); provided that (i) TJPA acknowledges that salesforce will take the lead in the design and development of the form and design elements of the Total Marks and the development of the Total Marks Guidelines, (ii) TJPA acknowledges that it shall have no right to determine any form, design, or other elements of the Salesforce Marks, except as they appear relative to the Total Marks as a whole, and (iii) salesforce agrees that it will keep TJPA reasonably informed of its status and progress with respect to the design and development of the initial Total Marks and Total Marks Guidelines only. The final form and design elements of the Total Marks (but with respect to the Salesforce Marks, solely as they appear relative to the Total Marks as a whole) and the Total Marks Guidelines shall in all cases be subject to TJPA’s approval, which approval shall not be unreasonably conditioned, withheld or delayed. In connection therewith, TJPA shall have the right to, exercising its reasonable discretion, reject the Total Marks and Total Marks Guidelines within thirty (30) days of receiving any proposed Total Marks and proposed Total Mark Guidelines from salesforce and if TJPA rejects any of the proposed Total Marks or proposed Total Marks Guidelines, it shall provide with its rejection a writing setting forth its reasons for rejecting any of the proposed Total Marks or the proposed Total Mark Guidelines. TJPA shall use the Total Marks in compliance with the Total Marks Guidelines. The Parties acknowledge that (i) the Total Marks may include elements of the Salesforce Marks, and that notwithstanding anything herein to the contrary, salesforce shall have the right to include the Blue Cloud Logo in the Total Marks, (ii) the Total Marks shall be displayed in a manner that is aesthetically consistent with the overall context in which they

appear, and (iii) subject to the terms and conditions of this Agreement, the Total Marks shall appear on the Signage and in the locations which are consistent with Section 2.4.

2.2.2 [Intentionally Omitted].

2.2.3 Right to Change Total Marks. Any or all of the Total Marks may only be changed in strict compliance with this Section 2.2.3. Provided that no Salesforce Default is continuing, salesforce shall be entitled to change any or all of the Total Marks and/or the Venue Logos solely due to (i) a merger, corporate restructuring, reorganization, transfer of all or substantially all of its assets to which the Total Marks and/or the Venue Logos apply, or a consolidation that results in the successor having a different corporate name than salesforce, or (ii) a company-wide name change, a company-wide logo change, or a company-wide rebranding of the existing salesforce name, logo, or brand or the existing Salesforce Marks, including the Blue Cloud Logo. If any of the events in clauses (i) or (ii) occur, and salesforce wishes to change all or any portion of the Total Marks or any or all of the Venue Logos, salesforce shall provide TJPA with written notice of the proposed change (the “Change Notice”), and TJPA shall have thirty (30) calendar days from receipt of the Change Notice within which to object to such request if such proposed change includes an Objectionable Name by delivering to salesforce a written objection notice (the “Objection Notice”), which Objection Notice shall describe with particularity the reasons for the objection. If TJPA delivers an Objection Notice to salesforce within such thirty (30) day period, the Parties shall discuss in good faith the proposed change and the reason for the request. For the avoidance of doubt, (i) TJPA acknowledges that as long as salesforce changes the Total Marks strictly in accordance with the conditions set forth in this Section 2.2.3 and the new Totals Marks do not contain an Objectionable Name, TJPA has no right to object to the change in the Total Marks, and (ii) salesforce acknowledges that it shall only have the right to change all or any portion of the Total Marks or any or all of the Venue Logos (a) strictly in accordance with this Section 2.2.3 or (b) otherwise with the prior written consent of TJPA, in TJPA’s sole and absolute discretion. Upon TJPA’s approval of the changed or amended Total Marks, such changed or amended Total Marks will become the Total Marks, as applicable. Salesforce, as owner of the Total Marks, warrants, represents, and covenants that the Total Marks and TJPA’s use of the Total Marks will not be subject to approval by any third party.

2.2.4 Objectionable Names. Any change to any of the Total Marks, which, for the avoidance of doubt, may only be made pursuant to Section 2.2.3, shall not (a) have a name or symbol that is associated with a political faction or orientation that is inconsistent with the quality and character of the Venue; (b) violate any Applicable Laws; (c) be offensive, discriminatory against a protected class, or offensive to the sensibilities of the community at large; (d) reasonably cause embarrassment to TJPA (such as names containing slang, barbarisms, or profanity); (e) be related to any business or enterprise that might reasonably be deemed to be immoral; (f) contain any overt or publicly offensive political reference; or (g) relate or refer to any sexually-oriented subject matter, business, or enterprise, in each case as reasonably determined by TJPA (an “Objectionable Name”).

2.3 **Building Branding, Promotion, and Publicity.**

2.3.1 Branding and Collateral Materials. Commencing upon the later of (i) the Commencement Date and (ii) the date which is four (4) months following TJPA’s approval

of the Venue Mark and each Venue Component Mark, as applicable, pursuant to Section 2.2.1 (each, a “Branding and Collateral Materials Implementation Date”) and continuing thereafter throughout the Term, in connection with the Naming Rights, TJPA agrees to support the brand exposure of the Venue Mark and each Venue Component Mark, as applicable, through the following branding channels and collateral materials and through any other channels or collateral materials, goods, services, or other items mutually agreed upon by the Parties in forms, formats, methods of transmission, viewing, manner, means or media, now known or hereafter devised (collectively, the “Branding and Collateral Materials”), subject to the terms and conditions of this Agreement. The Parties acknowledge that the incorporation of the Venue Mark and Venue Component Marks, as applicable, into the Branding and Collateral Materials pursuant to this Section 2.3.1 will be initiated on a “group” basis (e.g., as each Venue Mark and Venue Component Mark is approved) rather than only once all Total Marks have been approved. Notwithstanding anything to the contrary in this Section 2.3.1, for the period commencing on the Effective Date and continuing through the Branding and Collateral Materials Implementation Date, TJPA shall use good faith efforts to refer to the Venue as the “Salesforce Transit Center”.

2.3.1.1 TJPA or the Venue Operator, as applicable, will register and establish such “official” Venue social channels as TJPA or the Venue Operator, as applicable, determines to register and establish (in all cases in the name of TJPA and not the Venue Operator), which shall include at a minimum (i) a new domain name and other associated usernames and handles for the “official” promotional website, including certain Named Venue Component-specific web pages providing information regarding such Named Venue Component (collectively, the “Website”), and (ii) a Facebook page, an Instagram account, a Twitter account, and any other social media outlets which are currently, or which may become, relevant during the Term, for the promotion of the Venue (collectively, the “Digital Media Outlets”), for so long during the Term as such platforms remain relevant, and will develop and maintain the content for the Website and the Digital Media Outlets, if any, and such content shall be in accordance with the provisions of this Agreement. In addition, TJPA shall cause the Total Marks to be displayed on the Website and the Digital Media Outlets, if any. TJPA reserves the right, in its sole discretion, to make any changes to or discontinue use of the Website and/or any Digital Media Outlets, subject to the terms of this Agreement. Upon termination or expiration of this Agreement, all domain names, social media handles, and other Digital Media Outlets to the extent comprised of or containing the Salesforce Marks (including any Total Marks which incorporate or include the Salesforce Marks), which are operated and/or controlled by TJPA, the Venue Operator, or any Approved Third Parties, shall be transferred over to salesforce’s control or, at the request of salesforce, abandoned or discontinued.

2.3.1.2 TJPA will, and will require and cause the Venue Operator and, to the extent reasonably possible, the other Approved Third Parties to, cause the Total Marks to be incorporated and used in, to the extent reasonably possible, the printed business, marketing, promotional, and press materials of the Venue, including letterhead, leasing materials, brochures, directories, employee and staff uniforms and credentials, building and security passes, and other forms of identification.

2.3.1.3 TJPA will, and will require and cause the Venue Operator and, to the extent reasonably possible, the other Approved Third Parties to, cause the Venue Mark to be incorporated and used in, to the extent reasonably possible, the following:

i. Clothing, apparel, and/or accessories worn by Venue staff, including by way of example only, name tags and uniforms worn by private security personnel and janitors;

ii. Phone and correspondence greetings used by operators and support staff at the Venue; and

iii. Wi-Fi or other communication platforms provided for the use of the public within the Venue.

2.3.1.4 TJPA will require and, to the extent reasonably possible, cause the Venue Mark, including any appearance, shape, or image of the Venue, to be used in swag, glassware, snow globes, models, and any other products, if any, commissioned by TJPA or the Venue Operator.

2.3.1.5 TJPA will cause the Venue to be identified by the Venue Mark, including registering and/or changing the name, on all major search-related and mapping sites which TJPA determines, in its sole discretion but after consultation with salesforce, to utilize (which may include, but shall not be required to include, Google, Yahoo, Baidu, and Bing) and internet city guides (which may include, but shall not be required to include, Yelp and TripAdvisor).

2.3.1.6 Each of the foregoing actions shall be completed not later than the Commencement Date and, if applicable, as soon as reasonably practicable following any approved change in the Total Marks.

2.3.1.7 As between TJPA and salesforce, TJPA will be responsible for all costs and expenses associated with the initial production, purchase, and implementation of the Branding and Collateral Materials reflecting the implementation of the rights granted herein; provided, however, if any Branding and Collateral Materials Implementation Date is later than the Commencement Date, then salesforce will be responsible for all incremental costs and expenses associated with the addition or inclusion of the Venue Marks and the Venue Component Marks on the applicable Branding and Collateral Materials prepared or purchased prior to the applicable Branding and Collateral Materials Implementation Date, including all costs related to the conceptual drawings, design, fabrication and incorporation of the Venue Mark or Venue Component Mark, as applicable, into the Branding and Collateral Materials (i.e., the costs of the Branding and Collateral Materials with the addition or inclusion of the Venue Mark or Venue Component Mark, including replacement of any Branding and Collateral Materials that are already in use at the Venue, as compared to the initial cost to TJPA for the Branding and Collateral Materials not containing the Venue Mark or Venue Component Mark, as applicable). If salesforce is responsible for any incremental costs as provided in this Section 2.3.1.7, then TJPA shall provide to salesforce concurrently with its requests for payment, documentation and invoices reasonably evidencing such costs.

2.3.2 Mobile Application. During the Term, if TJPA determines, in its sole discretion, to develop and deploy a Venue App, TJPA agrees that (i) so long as the salesforce platform is suitable for the Venue App and comparable to other platforms for comparable

facilities, the Venue App shall operate exclusively on the salesforce platform, at salesforce's sole cost and expense and shall contain a mutually agreed upon identifier (e.g., "presented by salesforce"), and (ii) such Venue App shall be the only mobile application promoted and operated by TJPA or by the Venue Operator in connection with the Venue. If a Venue App is developed, TJPA shall have the right to retain all revenue, including advertising revenue, derived from the Venue App. Unless otherwise agreed to by the Parties, the Parties acknowledge and agree that, as between TJPA and salesforce, TJPA owns and will continue to own all App Data and have the sole right for its use. TJPA retains the right to provide App Data to outside vendors, including third parties who for example may develop applications utilizing TJPA's context aware data. In addition, salesforce hereby grants during the Term a license to TJPA under salesforce's copyrights in the Salesforce App Data to copy or have copied, create or have created derivative works and to copy and have copied and distribute and have distributed through multiple tiers of distribution the Salesforce App Data for the purpose of creating, designing, maintaining, or operating the Venue App solely to the extent that TJPA is licensed to use the Total Marks and the Salesforce Marks elsewhere in this Agreement. For the purpose of this Section 2.3.2, "App Data" means any information or data collected, processed, or transmitted by the Venue App, other than Salesforce App Data, and "Salesforce App Data" means any information or data to the extent provided specifically by salesforce for the purpose of creating, designing, maintaining, or operating the Venue App, such as without limitation, the Total Marks, the Salesforce Marks or any information or data regarding salesforce or its products.

2.3.3 Publicity and Promotion. Subject to Section 6 and Section 8, the Parties will cooperate to jointly plan and implement a mutually agreeable and mutually executed public relations campaign to announce the Total Marks following the Effective Date.

2.4 **Signage.**

2.4.1 Agreement to Determine Signage. The Parties acknowledge that, as of the Effective Date, they have not yet agreed upon (i) the Total Marks (as described in Section 2.2.1), (ii) the manner in which the Total Marks will be displayed on the Signage or (iii) the form and design elements, including the size, shape, and lighting of the Building Signs. Commencing on the Effective Date and continuing thereafter, the Parties will determine the Total Marks following the procedure described in Section 2.2.1, and work together collaboratively and in good faith to reach agreement on (x) the manner in which the Total Marks will be displayed on the Signage and (y) form and design elements for the Building Signs (but excluding, for clarification, the form and design of the Total Marks, which will be determined in accordance with Section 2.2.1); provided that, for avoidance of doubt, TJPA confirms that the use of the colors blue and/or white on the exterior Building Signs set forth in Schedule 2.4.2 shall be acceptable colors and the use of blue and/or white elsewhere in connection with the Total Marks will be subject to TJPA's reasonable approval of the manner in which such colors are used in the overall plan for the Building Signs.

2.4.2 General Advertising Sign Requirements. During the Term, the frames or housings of all General Advertising Signs may, at salesforce's option and sole cost and expense, display the Venue Mark, subject to the terms of this Section 2.4.2. Salesforce may exercise this option by written notice to TJPA of its decision to have the Venue Mark displayed on the General Advertising Signs (or on specific General Advertising Signs identified by salesforce in

its written notice). The Parties acknowledge that salesforce has no rights, and TJPA does not grant to salesforce any rights, to control the content of or to receive any of the revenue from any General Advertising Signs. TJPA will not, and will require and cause the Venue Operator and, to the extent reasonably practicable, any other Approved Third Party to not, and will use commercially reasonable efforts to cause other third parties not to, permit, post, or approve any content on any General Advertising Signs or on the Website or other Digital Media Outlets which can be reasonably interpreted as being expressly profane, insulting, or defamatory towards salesforce. If salesforce becomes aware of any such content on any General Advertising Signs or on the Website or other Digital Media Outlets, it shall have the right to request TJPA to remove such profane, insulting or defamatory content and so long as TJPA removes such profane, insulting or defamatory content as soon as reasonably practicable, TJPA shall not be in breach of this Agreement. Other than with respect to TJPA's failure to comply with its obligations under this Section 2.4, in no case shall this Agreement establish any basis for liability on the part of the TJPA related to any third party's content on any General Advertising Signs or on the Website or other Digital Media Outlets. In addition, if TJPA reasonably believes (upon advice of counsel) that the suppression of any particular content is prohibited by law or if a court determines that the content may not be restricted, then TJPA shall have no obligation to remove such content from any General Advertising Signs or on the Website or other Digital Media Outlets; provided, however, that if salesforce disagrees with TJPA's counsel's advice, salesforce shall have the right to appoint different legal counsel to be approved by TJPA, which approval may not be unreasonably, withheld, conditioned or delayed, and the Parties will engage such counsel, at salesforce's sole cost and expense, to deliver its opinion on any such restrictions on content. If such jointly-retained counsel agrees that the suppression of such content would be prohibited by law, then TJPA shall have no obligation to remove such content. If such jointly-retained counsel determines that the suppression of such content would not be prohibited by law, then TJPA shall remove such content and TJPA will pursue the defense of any litigation over such content brought by a third party against TJPA provided that salesforce shall be responsible for all fees and costs in connection with such litigation and shall indemnify TJPA in accordance with Section 9.1.2.1.

2.4.3 Timing for Installation of Building Signs. The Parties acknowledge that, as of the Effective Date, they have not yet agreed upon the Total Marks (as described in Section 2.2.1) and they have not yet agreed upon the manner in which the Total Marks will be displayed on the Signage or the form and design elements of the Building Signs (as described in Section 2.4.1). Consequently, all or part of the Building Signs may not be installed as of the Commencement Date (or alternatively, some or all of the Building Signs may be installed but may not bear the Total Marks). Once such proposed form and design of the Building Signs has been delivered to TJPA, TJPA shall approve or disapprove such form and design within thirty (30) days of receipt of a request for approval (provided that such approval shall not apply to the form and design of the Total Marks, which will be determined in accordance with Section 2.2.1); provided that if TJPA determines that the specific request requires TJPA Board approval and it notifies salesforce of such determination within ten (10) days of its receipt of the request for approval, TJPA shall approve or disapprove such request as soon as possible but in any event no later than sixty (60) days following TJPA's initial receipt of the proposed form and design of the Building Signs. If TJPA reasonably disapproves such request, then salesforce shall revise such proposed form and design of the Building Signs based on specific feedback from TJPA of its reasons for disapproval and the approval process

described above shall again be applicable; provided, however, that TJPA shall approve or disapprove such form and design within (i) fifteen (15) days of the revised request for approval if TJPA Board approval is not required and (ii) thirty (30) days of the revised request for approval if TJPA Board approval is required. Once TJPA has reasonably approved such proposed form and design, TJPA will use commercially reasonable efforts to manufacture and install and/or replace, as applicable, all permanent Building Signs as soon as possible but in no event later than the one-year anniversary of the date on which the Parties have agreed upon the form and design elements for the applicable Building Signs. The Parties acknowledge that the manufacture and installation of the Building Signs will be initiated on a “group” basis (e.g., by sign type, location, etc.) rather than only once all Building Signs have been approved. For the avoidance of doubt, the exterior Building Signs set forth in Schedule 2.4.2 shall be considered a “group” for purposes of this Section 2.4.3.

2.4.4 Temporary Building Signage. After the Effective Date, salesforce shall have the right, in its sole discretion, to request in writing for TJPA to install mutually agreed upon temporary Building Signs (or temporary modifications of Building Signs (e.g., banners)) for the period prior to the date on which the permanent Building Signs are installed. All costs and expenses in connection with such temporary Building Signs (or temporary modifications of Building Signs) shall be at the sole cost and expense of salesforce.

2.4.5 Location of Building Signs. Except as set forth in this Section 2.4.5, the location of the Building Signs and the currently contemplated location of the General Advertising Signs are set forth on Schedule 2.4.2; provided that the location and number of the General Advertising Signs in the interior of the Venue is subject to change by TJPA in its sole discretion. The Parties acknowledge that although Schedule 2.4.2 generally sets forth the agreed location of the Building Signs, the shared goal of the Parties is to provide for an overall Building Sign plan which is tasteful and not cluttered (e.g., not a glowing blue atmosphere or excessively repetitious signage). Accordingly, the Parties agree that, except for the exterior Building Signs set forth in Schedule 2.4.2, the location and number of which have been agreed upon by the Parties, the final location and number of the Building Signs shall be collaboratively discussed and mutually agreed upon.

2.4.6 Exterior Venue Signs. In no event will General Advertising Signs be permitted on the exterior of the Venue. TJPA may permit Tenant Signs for current occupants of the Venue only to be placed on the exterior of the Venue.

2.4.7 Costs of Signage. Salesforce will be responsible for all incremental costs and expenses associated with the addition or inclusion of the Total Marks on the Signage, including all costs related to the conceptual drawings, design, fabrication, mounting, and installation of all such Signage (i.e., the costs of Signage with the addition or inclusion of the Total Marks, including removal of any Signage that have already been installed and are being replaced, as compared to the initial cost to TJPA for Signage not containing the Total Marks); provided that if salesforce is responsible for any incremental costs as provided in this Section 2.4.7, then TJPA shall provide to salesforce concurrently with its requests for payment, documentation and invoices reasonably evidencing such costs. During the Term, TJPA will be responsible for all other costs and expenses associated with all Signage, except for (i) any changes made in accordance with Section 2.2.3 and (ii) all incremental costs and expenses

associated with the addition or inclusion of the Total Marks on the Signage for the Grand Hall and/or Children's Playground upon salesforce's election to exercise the Naming Rights with respect to the Grand Hall and/or the Children's Playground pursuant to Section 2.1.

2.4.8 Visibility of Signage. At all times during the Term, the Signage shall be visible to the public on-site and, when applicable and reasonably practicable, in media depictions of the Venue, except in the event that maintenance, repair, or Force Majeure temporarily obstruct visibility of the Signage; provided that TJPA shall restore visibility as soon as reasonably practicable, and provided further that, so long as TJPA otherwise complies with its obligations under this Agreement (including, without limitation, under Section 2.7.3), it shall not be a TJPA Default and TJPA shall not otherwise be liable if third parties (other than the Venue Operator, for which TJPA shall be liable) fail to include the Signage in media depictions of the Venue or obstruct visibility of any of the Signage on a temporary basis. Without limitation of the foregoing, TJPA shall not, and shall not permit the Venue Operator to, during the Term, cover or otherwise obscure or deface the Signage and shall use commercially reasonable efforts to prevent any other third party (including, without limitation, any Approved Third Party) from covering or otherwise obscuring or defacing the Signage (i.e., the Signage shall not be subject to "blackouts"), except in the event that maintenance, repair, or Force Majeure temporarily causes such obscuring or blackout, provided that TJPA shall restore visibility as soon as reasonably practicable.

2.4.9 Maintenance of Signage. TJPA shall, and shall cause the Venue Operator to, maintain, at its sole cost and expense, all Signage in good order and repair and in good condition at all times during the Term.

2.4.10 Approvals of Signage. Any Signage and Branding and Collateral Materials shall be subject to TJPA's prior reasonable written approval and any required approvals of, or limitations imposed by, governmental authorities. For the avoidance of doubt, TJPA confirms that the Signage set forth on Schedule 2.4.2 has been approved by all necessary parties.

2.5 **Design and Approvals.**

2.5.1 Approvals and Quality Control.

2.5.1.1 TJPA's use of the Total Marks, including those uses provided for in Section 2.3 and 2.4, shall be solely pursuant to the terms and conditions set forth in Sections 2.5, 2.6, and 2.7, as well as salesforce's then-current Usage Guide and the Total Marks Guidelines, and TJPA shall, and shall require and cause the Venue Operator and, to the extent reasonably practicable, any other Approved Third Party to, and shall use commercially reasonable efforts to cause any other third parties to, comply with this Section 2.5.1.1 in such parties' use of the Total Marks.

2.5.1.2 All uses of the Total Marks by TJPA, the Venue Operator, or any Approved Third Party under this Agreement (including, without limitation, on any clothing or other products or services or in any content or media) shall be of a high quality, commensurate with the quality that consumers have come to expect from the salesforce brand in accordance with the Usage Guide and the Total Marks Guidelines. In the event of a conflict

between (i) the terms of this Agreement and (ii) the Usage Guide and the Total Marks Guidelines (as the Usage Guide and the Total Marks Guidelines may be updated from time to time), the terms of this Agreement will control.

2.5.1.3 Without limitation to Section 2.5.1.6, salesforce shall have the right, at any time, to inspect or review and approve or reject representative samples of any Branding and Collateral Materials or other materials, goods, services, or other items on which TJPA, the Venue Operator, or any other Approved Third Party uses the Total Marks to confirm TJPA's, the Venue Operator's and any other Approved Third Party's compliance with the Usage Guide and the quality standard and other requirements set forth in this Agreement, including Section 2.2 and this Section 2.5. If at any time salesforce reasonably determines that TJPA, the Venue Operator, or any other Approved Third Party is not using the Total Marks in a manner commensurate with the Usage Guide or the quality standard and other requirements set forth in this Agreement, then in addition to and not in lieu or limitation of its rights under Section 13, salesforce shall have the right to send TJPA written notice, with particularity, of its concerns in this regard, and TJPA will, and will require and cause the Venue Operator and, to the extent reasonably practicable, any other Approved Third Party to address and resolve salesforce's concerns to salesforce's reasonable satisfaction, all of the foregoing at TJPA's expense and as promptly as reasonably practicable. In connection therewith, the Parties agree to discuss and agree in good faith on a reasonable time frame for TJPA to address salesforce's concerns and TJPA shall diligently address such concerns as soon as possible. If salesforce desires to expedite the resolution of such concerns, but proceeding on such expedited basis would result in extraordinary charges, salesforce may require TJPA, by written notice, to expedite such efforts, at salesforce's sole cost and expense. If such concerns have not been addressed by the agreed upon date, in addition to and not in lieu or limitation of its rights under Section 7.4 and 13, salesforce may, in its sole discretion, require, by written notice, TJPA to continue to expedite such efforts, at salesforce's sole cost and expense if such concerns could be more quickly resolved by the payment of additional funds. For avoidance of doubt, such exercise of its right to expedite shall not constitute a waiver of the rights and remedies of salesforce pursuant to Section 7.4 and 13.

2.5.1.4 TJPA shall, and shall require and cause the Venue Operator and, to the extent reasonably practicable, any other Approved Third Party to, never use the Total Marks in a manner that can be reasonably interpreted as being expressly profane, insulting or defamatory towards salesforce. If, at any time, salesforce becomes aware that TJPA, the Venue Operator or any other Approved Third Party is using the Total Marks in such a manner, then salesforce shall have the right to send TJPA written notice, with particularity, of such determination, and TJPA will, and will require and cause the Venue Operator and, to the extent reasonably practicable, any other Approved Third Party to address and resolve salesforce's concerns to salesforce's reasonable satisfaction, all of the foregoing at TJPA's expense and as promptly as reasonably practicable. In connection therewith, the Parties agree to discuss and agree in good faith on a reasonable time frame for TJPA to address salesforce's concerns and TJPA shall diligently seek to address such concerns as soon as possible. If salesforce desires to expedite the resolution of such concerns, but proceeding on such expedited basis would result in extraordinary charges, salesforce may require TJPA, by written notice, to expedite such efforts, at salesforce's sole cost and expense. Notwithstanding the foregoing, if TJPA reasonably believes (upon advice of counsel) that the suppression of any particular use

would be prohibited by law or if a court determines that the use may not be restricted, then TJPA shall have no obligation to prevent such use, provided, however, that if salesforce disagrees with TJPA's counsel's advice, salesforce shall have the right to appoint different legal counsel to be approved by TJPA, which approval may not be unreasonably, withheld, conditioned or delayed, and the Parties will engage such counsel, at salesforce's sole cost and expense, to deliver its opinion on any such restrictions on content. If such jointly-retained counsel agrees that the suppression of such content would be prohibited by law, then TJPA shall have no obligation to remove such content and if such jointly-retained counsel determines that the suppression of such content would not be prohibited by law, then TJPA shall remove such content and TJPA will pursue the defense of any litigation over such content brought by a third party against TJPA provided that salesforce shall be responsible for all fees and costs in connection with such litigation and shall indemnify TJPA in accordance with Section 9.1.2.1.

2.5.1.5 The Parties shall work together in good faith to determine, and shall mutually agree upon, the Total Marks that will be used on the Branding and Collateral Materials under Section 2.3, subject to the Usage Guide and the Total Marks Guidelines. TJPA shall supply salesforce with samples demonstrating any use of the Total Marks (including, without limitation, by Venue Operator or any other Approved Third Party) at least twenty (20) Business Days prior to use or otherwise upon salesforce's reasonable request and salesforce shall have a period of twenty (20) Business Days following its receipt thereof to approve or reject such usage; provided that if salesforce does not approve or reject such usage within such twenty (20) Business Day period, salesforce will be deemed to have approved such usage. Once salesforce approves, or is deemed to have approved, a particular use and display of the Total Marks, TJPA may continue to use the Total Marks for such approved uses, without need for further reviews or approvals, provided however that salesforce shall have the right to withdraw any prior approval at any time, at its sole discretion, and any resulting changes shall be made at salesforce's cost. If salesforce rejects the uses in the samples provided, TJPA shall not use the Total Marks for such uses until the Parties, working together in good faith, address salesforce's concerns in a timely manner.

2.5.1.6 If any of the Total Marks are changed following the Effective Date in accordance with the terms of Section 2.2.3 or upon salesforce's election to exercise the Naming Rights with respect to the Grand Hall and/or the Children's Playground pursuant to Section 2.1, the new Total Marks will, solely to the extent changed in accordance with Section 2.2.3 or in connection with the Naming Rights with respect to the Grand Hall and/or the Children's Playground, be subject to the same approval restrictions and other terms and conditions relating to the Total Marks as set forth herein. For the avoidance of doubt, (i) any component of the Total Marks not changed in accordance with the terms of Section 2.2.3 or upon salesforce's election to exercise the Naming Rights with respect to the Grand Hall and/or the Children's Playground pursuant to Section 2.1 or otherwise previously approved under this Agreement will not be subject to any further approvals and (ii) TJPA shall have no right to determine any form, design, or other elements of the Salesforce Marks, except as they appear relative to the Total Marks as a whole.

2.5.1.7 TJPA agrees to cooperate, at salesforce's sole cost and expense, with salesforce's preparation, filing and prosecution of any applications, renewals, or other documentation necessary or useful to protect salesforce's intellectual property rights in

the Total Marks. Salesforce shall have the sole and exclusive right to apply for and own such applications, registrations, renewals and the intellectual property rights therein.

2.5.1.8 In the event that TJPA becomes aware of any unauthorized use of any of the Total Marks, TJPA agrees to promptly notify salesforce of such unauthorized use. Salesforce shall have the sole right, but not the obligation, to bring proceedings alleging infringement of the Total Marks or unfair competition related thereto; provided, however, that TJPA agrees to provide salesforce, at salesforce's sole cost and expense, with its reasonable cooperation and assistance with respect to any such infringement or unfair competition proceedings.

2.5.1.9 TJPA shall not, and shall require and cause the Venue Operator and, to the extent reasonably practicable, other Approved Third Parties not to, include any of the Total Marks or Salesforce Marks, or any derivatives of the Total Marks or Salesforce Marks, in any of the legal names of TJPA, the Venue, TJPA's Affiliates, or the Approved Third Parties, and TJPA, TJPA's Affiliates, and any Approved Third Parties shall not include any of the Total Marks or Salesforce Marks or any derivatives of the Total Marks or Salesforce Marks in the domain names of TJPA, TJPA's Affiliates, and/or any Approved Third Parties, except as expressly permitted pursuant to Sections 2.3.1.1 and 2.3.1.5.

2.6 **De-branding.**

2.6.1 De-branding Activities. Upon any change of any of the Total Marks pursuant to Section 2.2.3 or upon expiration or termination of this Agreement, TJPA shall, and shall require and cause the Venue Operator and, to the extent reasonably practicable, the other Approved Third Parties to, during the applicable de-branding period specified below, remove, in accordance with Section 4.4, from the Venue, the Venue App (if applicable), the Digital Media Outlets, if any, and any other sources or locations controlled by TJPA, the Constituent Agencies, the Venue Operator, or any other Approved Third Parties, all Branding and Collateral Materials and other items and materials that use, embody, depict, are derived from, or are based upon any of the Total Marks, Salesforce Marks, or any elements thereof, including all Signage, as well as any other materials within TJPA's, the Venue Operator's, or any Approved Third Party's possession or control that use, embody, depict, are derived from, are based upon, or conjure up an association with any of the Total Marks or Salesforce Marks, or any elements thereof, so that they may not be used or displayed by TJPA, the Constituent Agencies, the Venue Operator, any other Approved Third Parties, or any third party in any manner that relates, connects, or identifies them, directly or indirectly, as being or having been related to any of the Total Marks or Salesforce Marks (all of the activities performed by TJPA under this Section 2.6.1 shall be referred to herein as the "De-branding Activities").

2.6.2 Costs and Timing of De-branding Activities. The cost allocation and timing of the De-branding Activities shall be in accordance with this Section 2.6.2.

2.6.2.1 Upon TJPA's approval of any proposed changed or amended Total Marks pursuant to Section 2.2.3 or upon salesforce's election to exercise the Naming Rights with respect to the Grand Hall and/or the Children's Playground pursuant to Section 2.1, TJPA shall perform the De-branding Activities promptly and as soon as reasonably

practicable. Salesforce shall bear all associated costs and expenses in connection with such De-branding Activities, including attorneys' fees, other professionals' fees, and all other costs and expenses relating to signage, promotion, branding, advertising, and marketing (and everywhere else the Total Marks appear) and obtaining required consents and approvals associated with such De-branding Activities, including to replace, modify, reprogram, reproduce, or otherwise change signage, banners, building elements, wall and floor coverings, printed, electronic and video materials, publications, video graphics and materials, uniforms, supplies, and any other materials regardless of format that need to be changed to effect the renaming and rebranding of the Total Marks. Without limiting the generality of the foregoing, salesforce shall bear all costs and expenses associated with (a) creating and developing the new Total Marks; (b) TJPA's creating, producing, reprinting, and installing the new Total Marks on all Signage and Branding and Collateral Materials to replace the former Total Marks with the new Total Marks. The Parties shall cooperate in good faith with respect to the transition from the existing Total Marks to the new Total Marks, including using commercially reasonable efforts to notify TJPA's advertisers and tenants of the change, minimize the disruption to the operation of the Venue, and minimize the costs and expenses associated with such transition. For the avoidance of doubt, the Parties acknowledge and agree that TJPA shall have no liability for any inability to have governmental authorities or agencies install and erect signs that refer to the new Venue Mark on any highway or roadway in the vicinity of the Venue, and TJPA shall not proceed with the De-branding Activities until it receives written instructions to do so from salesforce. Notwithstanding anything in this Section 2.6.2.1, TJPA shall not refuse to perform the De-branding Activities if and when required under the terms of this Agreement, so long as salesforce agrees to pay all costs and expenses of such De-branding Activities in accordance with the terms of this Agreement.

2.6.2.2 If salesforce terminates this Agreement before the expiration of the Term for any reason other than as the result of a TJPA Default, salesforce shall pay for the costs of the De-branding Activities and the costs for the restoration of the affected areas to conditions suitable for use by TJPA, and TJPA will perform the De-branding Activities promptly and as soon as reasonably practicable.

2.6.2.3 If salesforce terminates this Agreement pursuant to the terms of Sections 4.2 or 7.4, salesforce shall not be responsible for the cost and expense related to the removal of the Signage from the Venue or for the restoration of the affected areas to conditions suitable for use by TJPA, and TJPA will perform the De-branding Activities promptly and as soon as possible. In connection therewith, the Parties agree to discuss and agree in good faith on a reasonable time frame for TJPA completing the De-branding Activities and TJPA shall diligently proceed to perform such De-branding Activities as soon as possible. If salesforce desires to expedite such De-branding Activities, but proceeding on such expedited basis would result in extraordinary charges, salesforce may require TJPA, by written notice, to expedite such De-branding Activities, at salesforce's sole cost and expense. For avoidance of doubt, such exercise of its right to expedite shall not constitute a waiver of the rights and remedies of salesforce pursuant to Section 7.4 and 13.

2.6.2.4 Notwithstanding the provisions of Sections 2.5 and 2.6 or otherwise, if salesforce, in salesforce's reasonable judgment, believes that compliance with a court or administrative order or other similar governmental order requires that TJPA's use of

any of the Total Marks be curtailed or eliminated in any manner, salesforce shall notify, with particularity, TJPA in writing of such reasonable judgment and TJPA will work with salesforce, at salesforce's sole cost and expense, in good faith to correct such use, and TJPA shall comply with salesforce's directions, at salesforce's sole cost and expense, as soon as reasonably practicable.

2.6.3 Survival of De-branding Obligations. For the avoidance of doubt, TJPA's obligations under this Section 2.6 shall survive any expiration or termination of this Agreement.

2.7 Intellectual Property and Ownership.

2.7.1 Ownership of Total Marks and Salesforce Marks. TJPA acknowledges that salesforce is the sole owner of all right, title, and interest in and to the Total Marks and Salesforce Marks, including any derivatives thereof, and all domain and account names, accounts, and other indicia of ownership (if any) that are registered and maintained by TJPA on behalf of salesforce or by salesforce under Section 2.3, and that TJPA has not acquired, and shall not acquire, any right, title, or interest in or to any of the Total Marks or the Salesforce Marks, or any derivatives thereof, except the limited right to use such Total Marks as expressly set forth in this Agreement. All use of the Total Marks and any domain and account names, accounts, including social media accounts, and other indicia of ownership, if any, and all goodwill associated with such use, shall inure solely to the benefit of salesforce.

2.7.2 Use of Total Marks by Salesforce. In order to avoid confusion and assure a consistent presentation of the Venue to the public, salesforce agrees that for the duration of the Term it will use the Total Marks that include graphical or textual references to the Venue solely in connection with: (i) the promotion of the Venue generally; (ii) the marketing, promotion, sale, and distribution of salesforce's products and services, subject to the terms and conditions of this Agreement; and (iii) the production of Branding and Collateral Materials. Prior to using the Total Marks pursuant to clauses (i), (ii), and (iii) above, salesforce shall advise TJPA in writing of the proposed use and receive TJPA's written consent to such proposed use. TJPA shall respond to salesforce's request within ten (10) days of TJPA's receipt of such request.

2.7.3 License to Use Total Marks; Historical Use. Subject to the terms and conditions of this Agreement, and in particular this Section 2, salesforce hereby grants to TJPA:

(i) a limited, exclusive (except as to salesforce and its Affiliates and sublicensees), royalty free, personal, non-transferable, and non-sublicensable license or sublicense, during the Term from the Effective Date, to use and display the Total Marks on the Venue and on any Branding and Collateral Materials, all of the foregoing as specifically and expressly set forth herein;

(ii) a limited, non-exclusive, royalty free, personal, non-transferable, and non-sublicensable license or sublicense, during the Term from the Effective Date (or such shorter period designated by salesforce for any of the Salesforce Marks that salesforce permits in writing for TJPA to use as part of any of the Total Marks), only to use and display any Salesforce Marks that salesforce permits in writing for TJPA to use as part of any of

the Total Marks, but only for such period and use permitted by salesforce and all in accordance with the Usage Guide and solely for the Branding and Collateral Materials, the promotion and publicity purposes set forth in Section 2.3, and the Signage purposes set forth in Section 2.4; and

(iii) a limited, non-exclusive, and royalty free license or sublicense, during and after the Term from the Effective Date, to use the Total Marks for Historical Use. For the avoidance of doubt and notwithstanding anything to the contrary in this Agreement, TJPA agrees that salesforce shall have the right to make use of the Total Marks for Historical Use both during and after the Term. TJPA shall have no rights in any of the Total Marks or any derivatives thereof other than those expressly granted above with respect to the Total Marks. TJPA has the right to allow the Venue Operator and any providers of goods or services providing goods or services to TJPA directly in connection with the management and operation of the Venue, or any other third party as necessary in connection with TJPA's implementation of TJPA's obligations under this Agreement (each, an "Approved Third Party" and collectively, "Approved Third Parties") to use and display the Total Marks, conditioned upon TJPA contractually binding each Approved Third Party to at least the same obligations as TJPA assumes in this Agreement, such that all of salesforce's rights in respect of the Total Marks and Salesforce Marks, including but not limited to, approval, inspection, quality control, injunctive relief, and termination, would also apply as against each Approved Third Party. For clarification, the Venue Operator is an Approved Third Party. Salesforce represents and warrants to TJPA that salesforce is the sole owner or authorized licensee of the Total Marks and the Salesforce Marks, and, to salesforce's knowledge, no use of the Total Marks or the Salesforce Marks as licensed under this Agreement infringes upon the intellectual property rights of any third party.

2.7.4 Restrictions on Use of Total Marks.

2.7.4.1 TJPA shall not reproduce or use (or authorize or permit the reproduction or use of) any of the Total Marks or Salesforce Marks in any manner whatsoever other than the Total Marks in accordance with salesforce's Usage Guide and the Total Marks Guidelines and as expressly and specifically authorized by this Agreement and in no event in any manner that would (a) violate any Applicable Laws; (b) be offensive, discriminatory against a protected class, or offensive to the sensibilities of the community at large; (c) reasonably cause embarrassment to salesforce; (d) reasonably be deemed to be immoral; (e) contain any overt and publicly offensive political reference; or (f) relate or refer to any sexually-oriented subject matter, business, or enterprise. If salesforce becomes aware that TJPA is using (and/or authorizing and/or permitting the use of) the Total Marks and/or Salesforce Marks in such a manner, it shall have the right to request TJPA to cease such use (and/or cease such authorization and/or permission of such use) and so long as (i) the Total Marks and/or Salesforce Marks cease to be used in such manner as soon as reasonably practicable by TJPA, the Venue Operator and those entities controlled by TJPA and (ii) if TJPA does not have control but has authorized and/or permitted such use, TJPA ceases such authorization and/or permission of such use as soon as reasonably practicable, TJPA shall not be in breach of this Agreement.

2.7.4.2 During and after the expiration of the Term, TJPA shall not use as its own any service mark, service name, trade name, trademark, domain name, design, or logo confusingly similar to: (i) any of the Total Marks or Salesforce Marks, including

any mark, word, or design that incorporates any of the Total Marks or Salesforce Marks or any mark, word, or design confusingly similar thereto; or (ii) any other service mark, service name, trade name, trademark, domain name, design, or logo of salesforce.

2.7.4.3 TJPA shall not register any of the Total Marks or Salesforce Marks without salesforce's express prior written consent, and salesforce shall retain the exclusive right to apply for and obtain registrations for the Total Marks and Salesforce Marks throughout the world.

2.7.4.4 TJPA shall not challenge the validity of the Total Marks or the Salesforce Marks, nor shall TJPA challenge salesforce's ownership of the Total Marks or the Salesforce Marks or any derivative marks thereof, or the enforceability of salesforce's rights therein anywhere in the world. TJPA shall not create any derivatives of the Total Marks or the Salesforce Marks.

2.7.4.5 For clarification, (i) unless and until a Salesforce Mark becomes a Total Mark, neither TJPA nor any Approved Third Party shall have any right to such Salesforce Mark, and (ii) once a Salesforce Mark ceases to be a Total Mark for any reason whatsoever, neither TJPA nor any Approved Third Party shall have any right whatsoever to such Salesforce Mark under this Agreement or otherwise, except with respect to Historical Use and as more particularly set forth in Section 2.7.3, and all subject to the terms of Section 2.6.

2.7.4.6 For clarification, TJPA agrees that any violation of any of salesforce's rights and powers under this Section 2.7 by TJPA or any Approved Third Party may result in an irreparable injury to salesforce, and salesforce shall have the right to seek equitable relief against TJPA or any Approved Third Party for any and all violations of salesforce's rights and powers under this Section 2 or for any unlicensed use of any of the Total Marks, the Salesforce Marks, salesforce's copyrights, or other intellectual property or proprietary rights.

3. **COVENANTS OF TJPA.** As a condition of salesforce's obligations under this Agreement, and without additional charge to salesforce except as expressly provided in this Section 3, TJPA makes each of the covenants set forth in this Section 3.

3.1 **Usage of Venue Mark.** During the Term, TJPA shall, and shall require and cause the Venue Operator and, to the extent reasonably practicable, any Approved Third Party to, and shall use commercially reasonable efforts to cause media representatives and other third parties to, always refer to the Venue only using the Venue Mark in all public communications. Without limitation of the foregoing, during the Term, TJPA will, and will require and cause the Venue Operator and, to the extent reasonably practicable, any Approved Third Party, and will use commercially reasonable efforts to cause media representatives and other third parties to: (a) identify the Venue by the Venue Mark in all public written and oral references to the Venue with respect to any presentation, concert, or other event at the Venue; and (b) obtain the cooperation of media, broadcasters, and other third parties, including news outlets, web, radio and television broadcasters, service providers, advertisers, promoters, and sponsors, to identify the Venue by the Venue Mark. TJPA shall cause the Venue Operator to comply with this Section 3 and the failure of Venue Operator to comply with this Section 3.1 shall be deemed

a default of TJPA hereunder. To the extent any governmental authority or agency installs and erects signs that refer to the Venue on any highway or roadway in the vicinity of the Venue, TJPA shall use commercially reasonable efforts to, and shall Cooperate with salesforce to, cause such authorities and agencies to identify the Venue by the Venue Mark, or by an abbreviation mutually agreed upon by the Parties, on such signs (provided that it shall not be a TJPA Default and TJPA shall not otherwise be liable if, notwithstanding the commercially reasonable efforts and Cooperation of TJPA, any such signs refer to the Venue by any name other than the Venue Mark).

3.2 Protection of Rights. At all times during the Term, TJPA will, and will cause the Venue Operator to, take necessary and appropriate measures in good faith (but in no event shall such measures include any obligation to expend funds unless salesforce has agreed to reimburse TJPA for all such funds expended) to protect the Naming Rights granted herein to salesforce from being violated. For the sake of clarity, TJPA may delegate performance of this covenant to the Venue Operator, but shall remain responsible to salesforce for performance thereof.

3.3 Safety, Security, and Maintenance of the Venue. The Parties recognize that the safety, security, and maintenance condition of the Venue will reflect on the reputations of both Parties, as well as affect the enjoyment and usage of the Venue by the public.

3.3.1 Safety and Security Plan. TJPA covenants to adopt and implement throughout the Term the security plan attached hereto as Schedule 3.3.1 (the “Security Plan”). Salesforce acknowledges that, prior to the Effective Date, salesforce has been provided significant consultation rights and given the opportunity to discuss with TJPA the Security Plan and salesforce’s specific security needs. In the event that TJPA determines, in its sole discretion, to modify the Security Plan such that (i) the total security personnel per day in the aggregate across three (3) shifts working at the Venue is less than the total number set forth on Schedule 3.3.1 or (ii) the total number of uniformed public law enforcement personnel per day in the aggregate across three (3) shifts working at the Venue is less than the total number of uniformed public law enforcement personnel set forth on Schedule 3.3.1, TJPA agrees to provide salesforce with an opportunity to discuss with TJPA any such modifications prior to TJPA’s implementation of such modification. If, after such consultation and discussion, TJPA does in fact implement such modification, salesforce shall have, as its sole and exclusive remedy, the termination right set forth in Section 4.2.1.6.

3.3.2 Maintenance, Management, and Operation of the Venue. TJPA shall, and shall cause the Venue Operator to, maintain, manage, and operate the Venue: (i) utilizing the effort, care, and skill generally expected of owners of transit and public space projects comparable in size, use, quality, location, and value to the Venue; (ii) employing sound management practices and taking such steps as are necessary or appropriate to maintain and enhance the value and sustainability of the Venue; and (iii) in compliance with all Applicable Laws, the Occupancy Agreements, and any operating or service agreements between the Venue Operator and service providers at the Venue. TJPA shall ensure that the Venue is regularly cleaned and maintained in a manner comparable to that of Grand Central Terminal located at 42nd Street and Park Avenue in Midtown Manhattan in New York City.

3.3.3 Venue Usage Statistics. TJPA shall provide to salesforce such documents relating to the operation of the Venue as salesforce may reasonably request from time to time, to the extent such documents are not privileged and confidential, and provided that TJPA or the Venue Operator have such documents generally available to them in the course of the regular operation of the Venue (collectively, the “Venue Usage Statistics”).

3.3.4 Status Reviews. From time to time during the Term, upon salesforce’s request, Representatives of (i) TJPA, (ii) the Venue Operator, and (iii) salesforce shall discuss and review each Party’s performance of its obligations hereunder, identify opportunities to maximize the benefits and value of this Agreement and the Venue to the Parties, and to review ways to improve the administration and operation of this Agreement and the Venue. Such Representatives shall be senior officials with responsibility for the operation and oversight of the Venue.

3.3.5 No Salesforce Responsibility. Salesforce shall have no responsibility whatsoever for the safety, security, and maintenance of the Venue or any activities or measures to be taken in connection therewith or the results obtained by implementing any such measures.

3.4 **Modifications.**

3.4.1 [Intentionally Omitted].

3.4.2 Additional Proposals. TJPA shall Cooperate with salesforce in its efforts to obtain approval by the City for the adoption and implementation of certain other proposals for modifications to other areas in the vicinity of the Venue provided that TJPA, in its sole discretion, determines these proposals to be in the best interest of the Transbay Transit Center Program (collectively, the “Additional Proposals”).

3.4.3 Costs of Modifications. Salesforce understands and agrees that as between the Parties, salesforce shall be solely responsible for any and all costs associated with the Additional Proposals, and TJPA shall not bear any such costs.

3.4.4 Approval Process. Salesforce shall determine the manner in which to obtain approval of the Additional Proposals.

3.5 **Venue Operator**. TJPA shall appoint and maintain throughout the Term a Venue Operator to operate the Venue under the Asset Management Agreement. The rights granted herein to salesforce, including all of the warranties, representations, and covenants of TJPA under this Agreement, shall not be subordinate to or derivative of any rights granted in the Asset Management Agreement or otherwise. Without limitation of the foregoing, salesforce shall enjoy all of the rights and remedies granted herein directly against TJPA and not as the sub-lessee or licensee of the Venue Operator. All leases, licenses, and other rights granted to the Venue Operator under the Asset Management Agreement shall be subject to the rights granted herein to salesforce.

3.6 **Use of Rooftop Park During Dream Force.**

3.6.1 Subject to the terms and conditions of this Section 3.6, salesforce shall be afforded the option, at any time, to reserve the entirety of the Rooftop Park that is available for private use in accordance with TJPA's rules and regulations for salesforce's use during salesforce's annual convention (which is commonly known as "Dream Force" as of the Effective Date) (the "Dream Force Events"). If salesforce wishes to make such a reservation, salesforce shall notify the Venue Operator at any time and from time-to-time of the dates it wishes to reserve the Rooftop Park for the Dream Force Events and, if such dates are not already reserved, the Venue Operator shall reserve such dates in the name of salesforce. Salesforce may cancel its reservation of any Dream Force Events without penalty at any time prior to the date that is twelve (12) months prior to the date on which the Rooftop Park was reserved for the applicable Dream Force Event; provided that, if at any time prior to such twelve (12) month date, any third party seeks to reserve the Rooftop Park during any previously reserved Dream Force Event, the Venue Operator shall notify salesforce of such third party's request to reserve the Rooftop Park (the "Alternative Use Notice"). Salesforce shall then have ten (10) Business Days from the date of its receipt of the Alternative Use Notice to confirm its reservation by delivery of written notice to the Venue Operator. If salesforce fails to deliver to the Venue Operator a confirmation notice within ten (10) Business Days of receipt of the Alternative Use Notice (or the Venue Operator receives a notice of rejection), then the Venue Operator shall cancel salesforce's reservation of such Dream Force Event and shall thereafter be free to permit use of the Rooftop Park by the requesting third party.

3.6.2 Salesforce's right to hold any Dream Force Events (and the manner in which they may be held) shall be subject to all rules and regulations of the Rooftop Park then in effect and generally applicable to similarly situated users of the Rooftop Park. In addition, the Dream Force Events shall be subject to all insurance and governmental permit requirements applicable to such Dream Force Events. Salesforce shall provide TJPA with copies of all governmental permits that are required to be obtained by third-party users in order to conduct a Dream Force Event.

3.6.3 Except as otherwise provided in this Section 3.6, Salesforce's right to conduct events (including Dream Force Events) in the Rooftop Park shall be upon the terms and conditions generally available to similarly situated users of the Rooftop Park (including the fees with respect thereto) and utilizing the process established by the Venue Operator for reserving such Venue Component and holding such events, including terms regarding delivery of deposits and when such deposits become non-refundable. In no event shall salesforce be required to pay rates for use of the Rooftop Park in excess of generally applicable rates that would be charged to any other similarly situated user of the Rooftop Park for the dates in question.

3.7 Children's Playground. TJPA will Cooperate with salesforce to implement changes to the children's playground to be located within the Rooftop Park (the "Children's Playground"), provided that TJPA, in its reasonable discretion, determines the changes to be in the best interest of the Transbay Transit Center Program, and further provided that salesforce shall be solely responsible for any and all costs of such changes, and TJPA shall not bear any such costs.

3.8 **Venue Wi-Fi Service.** TJPA shall, and shall cause the Venue Operator to, implement and maintain, in continuous operation at all times, subject to interruptions of service as may occur from time to time, during the Term, Wi-Fi service providing internet access to the public covering all areas of the Venue without charge.

3.9 **Rooftop Park Closing Hours.** TJPA covenants to maintain the following hours for the Rooftop Park (the “Rooftop Park Closing Hours”): (i) from November 1 through April 30, the Rooftop Park will close by not later than 8 p.m. and will not reopen earlier than 6 a.m. the following morning, and (ii) from May 1 through October 31, the Rooftop Park will close by not later than 9 p.m. and will not reopen earlier than 6 a.m. the following morning. TJPA shall not modify the Rooftop Park Closing Hours without salesforce’s prior written consent, which shall not be unreasonably withheld, conditioned, or delayed. Notwithstanding the foregoing, TJPA may permit the restaurant and the cafe in the Rooftop Park to operate outside of the Rooftop Park Closing Hours and may permit events in the Rooftop Park (including events in the Park Amphitheater) at any time without the prior consent of (or notice to) salesforce.

4. **TERM; TERMINATION; EXTENSION.**

4.1 **Term.** This Agreement shall be effective and binding on the Parties as of the Effective Date but the term of this Agreement shall commence on the Commencement Date and shall continue in force for a period of twenty-five (25) years from the Commencement Date unless terminated sooner in accordance with the terms and conditions of this Agreement (the “Term”). As used in this Agreement, the “Commencement Date” means the date on which: (i) a Temporary Certificate of Occupancy is issued for each of the Venue Components listed on Schedule 2.1 hereof; (ii) regular passenger bus service has commenced at the Transit Center; (iii) the Security Plan has been implemented at the Transit Center; and (iv) substantially all of the Rooftop Park is open to the public. TJPA shall give salesforce not less than sixty (60) days’ advance written notice of the anticipated Commencement Date, provided that it shall not be a TJPA Default and TJPA shall not otherwise be liable if the actual Commencement Date is different from the anticipated Commencement Date, subject to salesforce’s right to terminate this Agreement pursuant to Section 4.2.1.2.

4.2 **Special Termination Rights.**

4.2.1 **Delays.** In each of the following circumstances, salesforce may, but shall not be obligated to, terminate this Agreement without penalty or payment of the Early Termination Fee, effective upon forty-five (45) days written notice delivered by salesforce to TJPA, provided that such termination notice is delivered within ninety (90) days of the accrual of such termination right:

4.2.1.1 [Intentionally Omitted].

4.2.1.2 If the Commencement Date has not occurred on or before December 31, 2018. For purposes of clarity, the Parties acknowledge that the currently contemplated date for substantial completion of the Transit Center is December 31, 2017, but the Commencement Date includes conditions that are in addition to completion of the Transit Center.

The Parties further acknowledge that this date is not subject to extension by reason of a Force Majeure event.

4.2.1.3 If, at any time following the Effective Date and prior to the Commencement Date, construction or active development of the Transit Center ceases for more than six (6) months.

4.2.1.4 If Caltrans exercises its Power of Termination pursuant to that certain Cooperative Agreement dated as of July 11, 2013, by and among Caltrans, the City, and TJPA.

4.2.1.5 If the Transit Center does not have retail tenants occupying rentable area in the Transit Center and open for business by not later than the date which is two (2) years after the Commencement Date.

4.2.1.6 If TJPA implements a modified Security Plan such that (i) the total security personnel per day in the aggregate across three (3) shifts working at the Venue is less than the total number set forth on Schedule 3.3.1 or (ii) the total number of uniformed public law enforcement personnel per day in the aggregate across three (3) shifts working at the Venue is less than the total number of uniformed public law enforcement personnel set forth on Schedule 3.3.1.

4.2.2 Cessation of Operations. Salesforce may terminate this Agreement upon thirty (30) days' prior written notice to TJPA if there is (i) a permanent cessation or cessation for more than one (1) year, for reasons other than Force Majeure, of regular bus service, (ii) a permanent closure or closure for more than one (1) year, for reasons other than Force Majeure, of the commercial component of the Venue; or (iii) a permanent closure or closure for more than one (1) year, for reasons other than Force Majeure, of the Rooftop Park to the public; provided that in each case, any Force Majeure event may not extend the date on which salesforce may terminate for more than one (1) additional year.

4.2.3 Discretionary Early Termination. Salesforce may terminate this Agreement at any time without cause on ninety (90) days' written notice to TJPA, subject to payment of an early termination fee (the "Early Termination Fee") to TJPA in an amount equal to the aggregate amount of Naming Rights Fees which would have been payable for the three (3) Term Years immediately following the date on which the written termination notice was sent to TJPA, which amount shall be payable contemporaneously with the delivery of such written notice. For the avoidance of doubt, if salesforce elects to terminate this Agreement pursuant to this Section 4.2.3 prior to the end of the third (3rd) Term Year, then, in addition to being obligated to pay the Early Termination Fee, salesforce shall not be entitled to any refund of the Commencement Date Naming Rights Fee.

4.2.4 Frustration of Purpose Event. Salesforce may terminate this Agreement on forty-five (45) days' written notice to TJPA at any time following the occurrence of a Frustration of Purpose Event as more particularly set forth in Section 12.

4.3 **Extension of Term.** Provided that no Salesforce Default then exists, if salesforce notifies TJPA in writing not less than two (2) years prior to the expiration of the Term

that salesforce elects to extend the Term, the Term shall be extended, and this Agreement shall remain in force for an additional period of five (5) years (the “Extension Period”) from the date on which the Term would have otherwise expired pursuant to Section 4.1, upon all of the terms and conditions of this Agreement as then in effect, including the provisions regarding an Adjusted Fee and an Increased Adjusted Fee as set forth in Section 5.2.

4.4 Effects of Expiration or Termination. Upon expiration or earlier termination of this Agreement as provided herein, (i) all Naming Rights and any other rights, privileges, and benefits granted to salesforce under this Agreement shall terminate and automatically revert to TJPA; (ii) TJPA shall be free to rename the Venue and all Venue Components; (iii) the Parties shall (a) cease all use of the Total Marks as soon as reasonably practicable, except with respect to Historical Use as more particularly set forth in Section 2.7.3, (b) no longer refer to the Venue or any Named Venue Component by the Total Marks in any advertising or promotional materials or any other communications, and (c) use commercially reasonable efforts to notify parties contracting with the Parties not to use the Total Marks; and (iv) the licenses granted by each Party pursuant to Section 2 shall terminate and each Party agrees it shall not make any further use of the Total Marks, except with respect to Historical Use as more particularly set forth in Section 2.7.3. Except as contemplated in this Section 4, no Party shall have any other right to use the Total Marks after the Term without the written consent of the other Party, provided that TJPA shall have a period of six (6) months, subject to Section 2.6, after the expiration or earlier termination of this Agreement to complete the De-branding Activities. Salesforce shall bear no expense for removal of any of the Total Marks or repair of the Venue necessitated by such removal, except as provided in Section 2.6. During any period commencing upon termination or expiration of this Agreement until all Total Marks are removed from the Venue by TJPA, the display of such Total Marks shall be subject to the license granted by salesforce in Section 2.7.3, which shall remain in effect until all Total Marks are removed. Nothing in this Agreement shall be deemed to limit salesforce’s ability to use any of the Salesforce Marks which may be contained within any of the Total Marks in any way.

4.5 Refund of Commencement Date Naming Rights Fee. TJPA acknowledges and agrees that the Commencement Date Naming Rights Fee payable by salesforce pursuant to Section 5.2 represents a prepayment of the Naming Rights Fees for the first (1st), second (2nd) and third (3rd) Term Years and that except in the event of either an early termination pursuant to Section 4.2.3 or a Salesforce Default, if this Agreement is terminated prior to the commencement of the fourth (4th) Term Year, then no later than ninety (90) days following the effective date of such termination, TJPA shall refund to salesforce the Commencement Date Naming Rights Fee attributable to the period from the effective date of the termination through and including the final day of the third (3rd) Term Year.

5. NAMING RIGHTS FEE.

5.1 Effective Date Payment. On the Effective Date, salesforce shall pay to TJPA a non-refundable fee in the amount of \$1,010,000.00.

5.2 Amount of Naming Rights Fee. Salesforce shall pay to TJPA a fee for the Naming Rights (the “Naming Rights Fee”) for each one (1) year period commencing on the Commencement Date (each, a “Term Year”), as follows: (a) The Naming Rights Fee for the first

three (3) Term Years, in the aggregate, shall be \$9,112,700.00 (the “Commencement Date Naming Rights Fee”); and (b) thereafter, commencing with the fourth (4th) Term Year, the Naming Rights Fee will be \$3,278,181.00 and will increase each successive Term Year by three percent (3%) over the prior Term Year’s amount, including during the Extension Period (the “Adjusted Fee”). The Adjusted Fee will increase by 20% commencing upon the Phase II Commencement Date for the remainder of the Term (the “Increased Adjusted Fee”), which Increased Adjusted Fee shall be subject to the annual three percent (3%) adjustment beginning on the payment date next following the payment date of the first Increased Adjusted Fee. For clarity, if the Phase II Commencement Date does not occur, this Agreement shall remain in effect until it expires or is terminated in accordance with its terms.

5.3 Payment Dates. The Commencement Date Naming Rights Fee will be due and payable on the Commencement Date. Thereafter, the annual Naming Rights Fee shall be due and payable in advance of each Term Year, beginning with the payment of the \$3,278,181.00 Naming Rights Fee for the fourth (4th) Term Year, for the remainder of the Term. The Increased Adjusted Fee shall be payable thirty (30) days after receipt from TJPA of an invoice for the difference between the Increased Adjusted Fee and the Adjusted Fee, and if the Phase II Commencement Date occurs on a day other than the first day of the Term Year, the Adjusted Fee will be prorated to reflect the number of days in the Term Year after the Phase II Commencement Date. Thereafter, the Increased Adjusted Fee shall be due and payable in advance on each anniversary of the Commencement Date for the remainder of the Term.

5.4 Temporary Closure of Venue. If the Venue is temporarily shut down for a period of more than one (1) month but less than one (1) year, TJPA shall, in its reasonable discretion, either: (i) provide salesforce with Substitute Entitlements; or (ii) provide a mutually agreeable equitable adjustment.

5.5 Payment of Naming Rights Fee. Salesforce shall pay the Naming Rights Fee on the date when due by wire transfer to TJPA based on wiring instructions which have been delivered to salesforce by TJPA or the Venue Operator. TJPA may change the foregoing payment instructions by written notice to salesforce, given not less than thirty (30) days prior to the date on which the next payment is due. Salesforce may rely on such instructions until it receives notice of change.

5.6 Uses of Naming Rights Fee. TJPA shall, and shall cause the Venue Operator to, expend the total amount of the Naming Rights Fee paid by salesforce under this Agreement solely for the maintenance, repair, security, capital reserves, capital expenditures, operations of the Venue, delivery of the retail portion of the Transit Center and any ongoing tenant improvements.

5.7 Taxes. All Naming Rights Fees and other amounts payable to TJPA under this Agreement are exclusive of applicable sales and use taxes and similar charges lawfully assessed or charged on the transactions under this Agreement. Salesforce shall be responsible for and pay any and all such taxes and similar charges.

5.8 Interest on Late Payments. If any installment of a Naming Rights Fee is not received on or before the applicable payment due date, TJPA may elect to charge salesforce

interest at the rate of eight percent (8%) per annum or, if lower, the maximum rate allowed by Applicable Laws. If such payment is not made prior to the expiration of the notice and cure period set forth in Article 7, such interest shall be calculated from the applicable payment due date until such installment is paid in full. Salesforce acknowledges and agrees that any such election does not waive any other remedy available to TJPA under this Agreement or otherwise at law or in equity.

6. **PRESS RELEASES.** Neither Party shall issue any press release or make any other public announcement regarding this Agreement or salesforce's participation in the Transbay Transit Center Program without the prior written consent of the other Party, provided either Party may make such public disclosure of this Agreement as, in the reasonable view of its legal counsel, is required to be disclosed pursuant to Applicable Laws or stock exchange rules.

7. **DEFAULTS AND REMEDIES.**

7.1 **Default by Salesforce.** The occurrence of one or more of the following events shall constitute a default by salesforce (each, a "Salesforce Default"):

7.1.1 Salesforce's failure to pay any Naming Rights Fee when due to TJPA under this Agreement and the continuation of such failure for five (5) Business Days after written notice by TJPA specifying such failure.

7.1.2 Salesforce's failure to pay any other amounts when due to TJPA under this Agreement and the continuation of such failure for thirty (30) days after written notice by TJPA specifying such failure.

7.1.3 Salesforce's failure to perform or comply with any other term or condition of this Agreement or breach of any representation or warranty made by salesforce in this Agreement, and the continuation of such non-performance, non-compliance, or breach for a period of ninety (90) days in each case after written notice by TJPA specifying such failure or breach; provided that, if salesforce promptly takes reasonable steps to cure such failure or breach within, and continues to diligently seek to cure such failure or breach during, such ninety (90) day period, but the failure is of a type or character that is not reasonably susceptible of cure within such ninety (90) day period and would otherwise be capable of cure by salesforce using reasonable efforts, then salesforce shall have such additional time as may be necessary in order to effect such cure. Salesforce shall continue to diligently seek to cure such failure or breach during such additional period. Any failure to cure such failure or breach within the ninety (90) day period specified above (or such additional period if the failure is of a type or character that is not reasonably susceptible of cure within such ninety (90) day period and would otherwise be capable of cure by salesforce using reasonable efforts) shall be a Salesforce Default.

7.1.4 Salesforce (i) files a petition in bankruptcy, (ii) is adjudicated a bankrupt, (iii) has a petition in bankruptcy filed against it that is not dismissed within sixty (60) days after filing, (iv) becomes insolvent or is unable, or admits in writing its inability, to pay its debts generally as they become due, (v) makes a general assignment for the benefit of its creditors, (vi) has a receiver, custodian, or similar official appointed with respect to all or substantially all of its assets, or (vii) discontinues its business.

7.2 Rights and Remedies of TJPA. Upon the occurrence and during the continuance of a Salesforce Default, TJPA shall have the right to do any one or more of the following: (i) enforce any rights provided for in this Agreement; (ii) recover all damages and other sums available at law or in equity; (iii) exercise any other right or remedy at law or in equity, including seeking a restraining order, an injunction or order of specific performance (which rights or remedies shall not be deemed to be exclusive but shall be in addition to all other remedies available at law or in equity); or (iv) terminate this Agreement by written notice to salesforce.

7.3 Default by TJPA. The occurrence of one or more of the following events shall constitute a default by TJPA (each, a “TJPA Default”):

7.3.1 TJPA’s failure to pay any amounts when due to salesforce under this Agreement and the continuation of such failure for thirty (30) days after written notice by salesforce specifying such failure.

7.3.2 TJPA’s failure to perform or comply with any other term or condition of this Agreement (including, for the avoidance of doubt, any failure to address salesforce’s concerns under Sections 2.5.1.3 and 2.5.1.4 or to complete the De-branding Activities under Section 2.6.2.3 in accordance with the procedures set forth in such applicable sections), or breach of any representation or warranty made by TJPA in this Agreement, and the continuation of such non-performance, non-compliance, or breach for a period of ninety (90) days, in each case after written notice by salesforce specifying such failure or breach; provided that, if TJPA promptly takes reasonable steps to cure such failure or breach within, and continues to diligently seek to cure such failure or breach during, such ninety (90) day period but the failure is of a type or character that is not reasonably susceptible of cure within such ninety (90) day period and would otherwise be capable of cure by TJPA using reasonable efforts, then TJPA shall have such additional time as may be necessary in order to effect such cure. TJPA shall continue to diligently seek to cure such failure or breach during such additional period. Any failure to cure such failure or breach within the ninety (90) day period specified above (or such additional period if the failure is of a type or character that is not reasonably susceptible of cure within such ninety (90) day period and would otherwise be capable of cure by TJPA using reasonable efforts) shall be a TJPA Default. Notwithstanding the foregoing, if the breach involves the Total Marks (and does not relate to or involve Signage), then the additional time which TJPA has to cure such failure or breach shall not exceed an additional sixty (60) days.

7.3.3 TJPA (i) files a petition in bankruptcy, (ii) is adjudicated a bankrupt, (iii) has a petition in bankruptcy filed against it that is not dismissed within sixty (60) days after filing, (iv) becomes insolvent or is unable, or admits in writing its inability, to pay its debts generally as they become due, (v) makes a general assignment for the benefit of its creditors, (vi) has a receiver, custodian, or similar official appointed with respect to all or substantially all of its assets, or (vii) discontinues its business.

7.4 Rights and Remedies of Salesforce. Upon the occurrence and during the continuance of a TJPA Default, salesforce shall have the right to do any one or more of the following: (i) enforce any rights provided for in this Agreement; (ii) recover all damages and other sums available at law or in equity; (iii) exercise any other right or remedy at law or in

equity, including seeking a restraining order, an injunction or order of specific performance (which rights or remedies shall not be deemed to be exclusive but shall be in addition to all other remedies available at law or in equity); or (iv) terminate this Agreement by written notice to TJPA.

If at any time a dispute shall arise as to any amount or sum of money to be paid by one Party to the other under the provisions of this Agreement, or the performance of or compliance with any other term or condition of this Agreement, the Party against whom the obligation to pay, perform, or comply is asserted shall have the right to make payment or commence a cure “under protest” and such payment or commencement of a cure shall not be regarded as a voluntary payment or commencement of cure and shall not waive or otherwise affect such Party’s right to contest the claim under dispute. If protested, the remedies the protesting Party made shall survive such voluntary payment or commencement of cure. A Party that has commenced such a cure or made such payment under protest may institute suit for recovery of such sum or any costs incurred in connection with such cure and may seek injunctive relief. If it shall be adjudged that there was no legal obligation on the part of said Party to pay such sum or any part thereof or to commence a cure, said Party shall be entitled to recover such sum or so much thereof as it was not legally required to pay or any costs incurred in connection with such cure.

8. **CONFIDENTIALITY.** In connection with the performance of this Agreement, each of the Parties have and will deliver to the other Party during the Term certain information about its businesses, operations, finances, assets, and employees (such Party when disclosing such information being the “Disclosing Party” and when receiving such information being the “Receiving Party”). This Section 8 sets forth the terms and conditions upon which the Parties agree to keep such information and certain related matters disclosed during the Term confidential.

8.1 **Proprietary Information.**

8.1.1 Definition. All appraisals, financial information, trade secrets, and security information about the Disclosing Party or any third party (which information was provided to the Disclosing Party subject to an applicable confidentiality obligation to such third party) furnished by the Disclosing Party or its Representatives to the Receiving Party or its Representatives, which is marked as “Confidential” or “Proprietary”, regardless of the manner in which it is furnished, is referred to in this Agreement as “Proprietary Information”.

8.1.2 Exclusions from Definition. Proprietary Information shall not include information that: (i) is or becomes generally available to the public other than as a result of a disclosure by the Receiving Party or its Representatives in violation of this Agreement; (ii) was available to the Receiving Party on a non-confidential basis prior to its disclosure by the Disclosing Party or its Representatives; (iii) becomes available to the Receiving Party on a non-confidential basis from a person other than the Disclosing Party or its Representatives who is not otherwise known to the Receiving Party to be bound by a confidentiality agreement with the Disclosing Party or any of its Representatives with regard to the information that is the subject of this Agreement, or is otherwise not known to the Receiving Party to be under an obligation to the Disclosing Party or any of its Representatives not to transmit the information to the Receiving

Party; or (iv) was independently developed by the Receiving Party without reference to or use of the Proprietary Information.

8.2 Protection of Proprietary Information. Each Party: (i) shall safeguard the other Party's Proprietary Information by reasonable means not less than those used to protect its own Proprietary Information of like kind; (ii) shall not use Proprietary Information for any purpose except its performance or enforcement of this Agreement; and (iii) may disclose Proprietary Information and the terms of this Agreement to its employees, vendors, and advisors, including outside attorneys, only as necessary to facilitate such Party's performance or enforcement of this Agreement and provided such disclosure is made under an agreement that such employees, vendors and advisors are obligated to maintain the confidentiality of the information that is disclosed to them. Neither Party shall disclose Proprietary Information provided or disclosed by the Disclosing Party to any third party without the prior written consent of the Disclosing Party, provided that a Party may disclose Proprietary Information to third parties pursuant to clause (iii) of the immediately previous sentence and/or pursuant to Section 8.3.

8.3 Disclosure. In the event that the Receiving Party or any of its Representatives are requested pursuant to, or required by, Applicable Laws (including any rule, regulation, or policy statement of any national securities exchange, market, or automated quotation system on which any of the Receiving Party's securities are listed or quoted) or by legal process to disclose any Proprietary Information, the Receiving Party shall provide the Disclosing Party with prompt notice of such request or requirement in order to enable the Disclosing Party to: (i) seek an appropriate protective order or other remedy; (ii) consult with the Receiving Party with respect to the Disclosing Party's taking steps to resist or narrow the scope of such request or legal process; or (iii) waive compliance, in whole or in part, with the terms of this Agreement. In the event that such protective order or other remedy is not obtained, or the Disclosing Party waives compliance, in whole or in part, with the terms of this Agreement, the Receiving Party or its Representative shall use reasonable efforts to disclose only that portion of the Proprietary Information that is legally required to be disclosed and to ensure that all Proprietary Information that is so disclosed will be accorded confidential treatment. In the event that the Receiving Party or its Representatives shall have complied fully with the provisions of this Section 8.3, such disclosure may be made by the Receiving Party or its Representatives without any liability hereunder. The Disclosing Party agrees to provide to the Receiving Party Proprietary Information in compliance with Applicable Laws.

8.4 Privileged Information. To the extent that any Proprietary Information may include material subject to the attorney-client privilege, work product doctrine privileges concerning pending or threatened legal proceedings or governmental investigations, real estate negotiation privilege, or any other applicable privilege, the Parties understand and agree that they have a commonality of interest with respect to such matters and it is their desire, intention, and mutual understanding that the sharing of such material is not intended to, and shall not, waive or diminish in any way the confidentiality of such material or its continued protection under the attorney-client privilege, work product doctrine, or other applicable privilege. All Proprietary Information provided by a Party that is entitled to protection under the attorney-client privilege, work product doctrine, or other applicable privilege shall remain entitled to such protection under these privileges, this Agreement, and the common interest and joint defense doctrine.

Nothing in this Agreement obligates either Party to reveal material subject to the attorney-client privilege, work product doctrine, or any other applicable privilege.

8.5 **Limit on Remedies.** If a Receiving Party or any of its Representatives breach or threaten to breach any of the provisions of this Section 8, the rights and remedies of the Disclosing Party shall be limited to injunctive relief. Neither Party shall be entitled to recover money damages of any type as a result of a breach of this Section 8 by the other Party.

9. INDEMNIFICATIONS.

9.1 Scope of Indemnity.

9.1.1 Mutual Indemnification of Claims. Each Party (for purposes of this Section 9.1.1, the “Indemnifying Party”) will indemnify and hold harmless the other Party, their respective Affiliates, each of their respective officers, directors, employees, agents, representatives, and permitted assigns, and, in the case of salesforce’s indemnification obligation, the Constituent Agencies (for purposes of this Section 9.1, each, an “Indemnified Party” and collectively, the “Indemnified Parties”) from and against any and all Indemnified Liabilities and will defend the Indemnified Parties against any Indemnified Liabilities related to any third-party claim or demand, including any claim, demand, action, or proceeding by any law enforcement or regulatory authority, where such claim or demand arises out of or is related to: (i) the Indemnifying Party’s default pursuant to Section 7; or (ii) negligence, fraud, willful misconduct, or criminal acts by the Indemnifying Party, or its officers, directors, employees, agents, representatives, and permitted assigns, arising from or relating to this Agreement. As used in this Agreement, “Indemnified Liabilities” means: (a) any settlement amounts; or (b) damages, liabilities, expenses, fees, fines, penalties, assessments, or costs in a final decision awarded against any of the Indemnified Parties by a court of competent jurisdiction or any regulatory authority, in either case in connection with any indemnified claims, and any damages, liabilities, expenses, or costs incurred by any of the Indemnified Parties in connection with such indemnified claims, including reasonable attorneys’ fees.

9.1.2 Salesforce IP Indemnification of TJPA; TJPA Indemnification Regarding Venue.

9.1.2.1 Salesforce (as the “Indemnifying Party” for purposes of this Section 9.1.2.1), shall indemnify and hold harmless TJPA and the Constituent Agencies, and their respective Affiliates, and each of their respective officers, directors, employees, equity holders, agents, representatives, and permitted assigns (as the “Indemnified Parties” for purposes of this Section 9.1.2.1), from and against any and all Indemnified Liabilities and will defend such Indemnified Parties against any Indemnified Liabilities related to any third-party claim or demand where such claim or demand arises out of or is related to (a) actual or alleged infringement or violation of any intellectual property right or other right of any third party resulting from or related to the use, adoption, or display of any of the Total Marks, Salesforce Marks, or marketing collateral (i) provided or licensed by salesforce to any of the Indemnified Parties under this Section 9.1.2.1 or (ii) approved or deemed approved by salesforce in accordance with the terms of this Agreement and otherwise used, adopted, or displayed in accordance with the terms of this Agreement, and (b) the non-voluntary removal by TJPA of

content as requested by salesforce under Section 2.4.2 or Section 2.5.1.4 in accordance with the requirements of, and procedures set forth in, Section 2.4.3 or Section 2.5.1.5, as applicable.

9.1.2.2 TJPA (as the “Indemnifying Party” for purposes of this Section 9.1.2.2), shall indemnify and hold harmless salesforce and its Affiliates, and each of their respective officers, directors, employees, agents, representatives, and permitted assigns (as the “Indemnified Parties” for purposes of this Section 9.1.2.2), from and against any and all Indemnified Liabilities and will defend such Indemnified Parties against any Indemnified Liabilities related to any third-party claim or demand where such claim or demand arises out of or is related to the development, construction, maintenance, repair, or operation of the Venue or any occurrence of any kind within the Venue, including any such claim or demand arising from the acts or omissions of the Venue Operator, except for any claim or demand arising out of or related to any actions or inactions of salesforce.

9.1.3 Infringing Items. If an Indemnifying Party (as used in Section 9) believes that an Indemnified Party (as used in Section 9) is, or may become, prohibited from continued use of any trademark, marketing collateral, documentation, specification, product, or service (each, an “Infringing Item”), for which the Indemnifying Party has an obligation to indemnify under Sections 9.1.1 or 9.1.2 by reason of an actual or anticipated third-party claim or demand of infringement of a third party’s trademark or copyright, then, at the Indemnifying Party’s option and expense, the Indemnifying Party will use commercially reasonable efforts to promptly: (i) obtain for the Indemnified Party the right to continue to use the Infringing Item as permitted hereunder; or (ii) replace or modify the Infringing Item so that it is no longer subject to such claim, but performs the same or equivalent functions. The Indemnifying Party shall have no obligation under this Section 9 to the extent that a third-party claim results directly from and would not have occurred but for: (a) any modification or customization of the Infringing Item by the Indemnified Party; or (b) any combination of the Infringing Item with any other material, product, software, or service (other than those supplied by the Indemnifying Party) by the Indemnified Party.

9.2 **Indemnity Procedure**. To claim any indemnity provided in or otherwise available to an Indemnified Party (as used in this Section 9) in connection with this Agreement, the Indemnified Party shall: (i) provide written notice of the third-party claim or demand as soon as reasonably possible (it being understood that the failure to so notify shall not excuse any Indemnifying Party from its obligations under this Section 9, except to the extent that such failure increases the liability of the Indemnifying Party under this Section 9); (ii) use reasonable efforts to mitigate the loss or amount of the claim; (iii) not admit any liability or settle any claim without the prior written consent of the Indemnifying Party; and (iv) tender to the Indemnifying Party the defense or settlement of such claim. If the Indemnifying Party promptly assumes the defense of a claim, no Indemnified Party may settle or compromise such claim without the prior written approval of the Indemnifying Party. If the Indemnifying Party does not promptly assume the defense of such claim, the Indemnified Party may settle or compromise such claim on such terms as the Indemnified Party may reasonably deem appropriate, and the Indemnifying Party shall reimburse the Indemnified Party for the cost of such settlement, in addition to the Indemnifying Party’s other obligations under this Section 9. The Indemnifying Party shall, upon request by the Indemnified Party, allow the Indemnified Party, at its own expense, to cooperate in the defense of any such claim. The Indemnifying Party shall not agree to any settlement or

compromise of the claim to the extent that it requires any remedy other than the payment of money by the Indemnifying Party (including an admission of culpability on the part of the Indemnified Party) or agree to any settlement (monetary or otherwise) that does not discharge all individuals or entities included in the Indemnified Party from all claims asserted against them by the claimant without the prior written consent of the Indemnified Party. The Indemnified Party shall not unreasonably withhold or delay such consent. The Indemnifying Party's duty to pay any claim under this Section 9 shall, in each instance, be reduced by the amount the Indemnified Party recovers from any third party in connection therewith, including as a result of, at its discretion, exercising its rights as a third-party beneficiary under another contract or pursuing and receiving insurance proceeds in connection with such claim. The intent of this provision is that the Indemnified Party be made as whole as possible and not receive a windfall.

10. LIMITATION OF LIABILITIES. SUBJECT TO SECTION 9, NEITHER THE PARTIES NOR THE CONSTITUENT AGENCIES, NOR THEIR RESPECTIVE AFFILIATES, SHALL BE LIABLE TO EACH OTHER, WHETHER IN CONTRACT, TORT, EQUITY, OR OTHERWISE, FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES, INCLUDING LOST PROFITS (EVEN IF SUCH DAMAGES ARE FORESEEABLE, AND WHETHER OR NOT ANY PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), ARISING FROM OR RELATING TO THIS AGREEMENT, IT BEING AGREED THAT THIS SECTION 10 SHALL NOT APPLY TO ANY INDEMNIFICATION OBLIGATION UNDER THIS AGREEMENT WITH RESPECT TO ANY THIRD-PARTY CLAIMS, BECAUSE THE PARTIES UNDERSTAND AND AGREE THAT ALL INDEMNIFIED LIABILITIES AND ALL LIABILITIES, DAMAGES, COSTS, OR EXPENSES, INCLUDING LEGAL FEES AND EXPENSES, RELATED TO ANY THIRD-PARTY CLAIM SHALL BE CONSIDERED DIRECT DAMAGES OF THE INDEMNIFIED PARTY.

11. INSURANCE.

11.1 TJPA Coverages. At all times during the Term, TJPA shall maintain, and shall cause the Venue Operator to maintain, the following insurance coverages. TJPA and Venue Operator will be responsible for the deductibles and retentions on their insurance policies:

11.1.1 Combined commercial general 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 with liability limits of not less than Ten Million Dollars (\$10,000,000) per occurrence and in the aggregate, which such general liability insurance limits may be achieved by a combination of primary and follow form excess policies;

11.1.2 Worker's compensation insurance at no less than statutory requirements;

11.1.3 Employer's liability insurance in the amount of not less than One Million Dollars (\$1,000,000) per accident, One Million Dollars (\$1,000,000) per employee, and a Two Million Dollar (\$2,000,000) policy limit;

11.1.4 Errors and omissions insurance in the amount of not less than Five Million Dollars (\$5,000,000) per claim, covering liability arising from errors or omissions in the performance of services required to be performed by TJPA (and as to the Venue Operator, to the extent TJPA has assigned the performance of such services to the Venue Operator) under this Agreement, to the extent such insurance is reasonably available in commercially reasonable premium amounts; and

11.1.5 Any and all other forms of insurance required to be maintained by TJPA under Applicable Laws.

11.2 **Salesforce Coverages.** At all times during the Term, salesforce shall maintain combined commercial general liability insurance for bodily injury and broad form property damage, with liability limits of not less than Ten Million Dollars (\$10,000,000) per occurrence and in the aggregate, which such general liability insurance limits may be achieved by a combination of primary and follow form excess policies.

11.3 **Liability Insurance.** All liability insurance required under this Section 11 shall be written to apply to all bodily injury, property damage, personal injury, and other covered loss, however occasioned, which occurred or arose (or the onset of which occurred or arose) in whole or in part during the policy period. All such liability insurance shall also contain a waiver of subrogation.

11.4 **Required Insureds.** All policies of insurance required to be maintained under this Section 11 shall name, as their respective interests may appear, (i) either Party, as applicable and (ii) such other parties as either Party, as applicable, may reasonably designate.

11.5 **Approval of Insurance Companies.** All insurance required to be carried by the Parties shall be written with companies having a policy holder and asset rating, as circulated by A.M. Best's Insurance Reports, of A- VII or better, or the reasonable equivalent, with the exception of the Special District Risk Management Authority, which is not rated by Best's Insurance Reports.

11.6 **Certificates of Insurance.** Upon the request of either Party, the other Party shall deliver, in a timely manner, certificates of insurance, endorsements, or other satisfactory evidence that all required insurance is in full force and effect at all times.

11.7 **Limitations and Non-Waiver.** The insurance requirements of this Section 11 shall not in any way limit the Parties' other obligations under this Agreement (including under Section 9). Either Party's failure to receive, review, or approve evidence of insurance as required hereunder shall not be deemed a waiver by either Party of the insurance requirements of this Agreement.

12. **SUBSTITUTE ENTITLEMENTS.** The Parties hereby acknowledge and agree that certain sponsorship, promotional, or advertising rights or benefits may become unavailable during the Term, including as the result of changes to Applicable Laws. Except due to the occurrence of a Frustration of Purpose Event (as defined below), if any individual sponsorship, promotional, or advertising right or benefit becomes unavailable, it shall not be a TJPA Default and salesforce shall be granted, as its sole and exclusive remedy for any such unavailability

during such periods of unavailability, Substitute Entitlements. If TJPA is unable to provide Substitute Entitlements during such periods, it shall not be a TJPA Default and the Parties shall attempt in good faith to agree upon additional mutually acceptable Substitute Entitlements to be provided to salesforce during other periods. Alternatively, the Parties may agree to extend some or all of the use of available sponsorship, promotional, or advertising rights or benefits for additional periods to provide salesforce with sponsorship, promotional, and advertising benefits substantially equivalent to those that are unavailable during any given period. Notwithstanding anything to the contrary in this Section 12, no right or benefit shall be deemed to be “unavailable” for purposes of this Section 12 as a result of (i) any increase in the cost of obtaining, producing, or providing such right or benefit, (ii) the fact that it has become more difficult for TJPA or any other person to obtain, produce, or provide such right or benefit, or (iii) such right or benefit having been granted or provided to any other person. In the event that the unavailability of any certain sponsorship, promotional, or advertising rights or benefits is so material and sufficiently fundamental such as to constitute a frustration of the purposes for which salesforce entered into this Agreement, including without limitation complete loss of the Naming Rights or the loss of the exterior Building Signs, other than on a temporary basis, set forth in Schedule 2.4.2 (a “Frustration of Purpose Event”), salesforce shall have the right to terminate this Agreement, without penalty or payment of the Early Termination Fee as set forth in Section 4.2.4 hereof.

13. **INJUNCTIVE RELIEF.** Notwithstanding anything in this Agreement to the contrary, each Party acknowledges that the other Party will be irreparably harmed by a continuing breach of this Agreement and that each Party shall have the right to bring proceedings to enjoin such breach, including by seeking a restraining order, an injunction or an order of specific performance, in any court of competent jurisdiction, subject to Section 16.2. Notwithstanding anything to the contrary herein, (i) the rights and remedies under this Section 13 shall not be deemed to be exclusive but shall be in addition and not in lieu or limitation of all other remedies available under this Agreement or at law or in equity and (ii) for the avoidance of doubt, with respect to a breach of any provision regarding salesforce’s rights in, or TJPA’s, the Venue Operator’s, and any Approved Third Party’s obligations in respect of, the Total Marks or the Salesforce Marks, the rights and remedies under this Section 13 may be exercised immediately upon any such breach or threatened breach notwithstanding any right to cure.

14. **FORCE MAJEURE; EMINENT DOMAIN.**

14.1 **Effect of Force Majeure.** Except if and to the extent any of Sections 5.4, 12, 14.2, or 14.3 applies, if a Party is prevented, prohibited, or materially impaired from performing its obligations under this Agreement (other than a payment obligation hereunder) as a result of a Force Majeure event, then (i) such Party shall promptly give notice thereof to the other Party and shall thereafter act diligently and in good faith to bring about the termination or removal of such Force Majeure event as promptly as reasonably possible, (ii) such Party shall be excused from the performance of such obligations to the extent, but only to the extent, made necessary by such Force Majeure event and only until such time as such Force Majeure event terminates or is removed or resolved, upon which time the notifying Party shall provide notice to the other Party that it is able to resume performance, and (iii) if such Party does not perform such obligations, then the other Party shall not be obligated to perform any of its obligations that correspond to the obligations that such Party has not performed (such that, for example, if TJPA

fails to provide salesforce with any of the rights or benefits required to be provided hereunder due to the occurrence of a Force Majeure event in accordance with clause (ii) above), then, unless any of Sections 5.4, 12, 14.2, or 14.3 applies, salesforce shall not be obligated to pay the portion of the Naming Rights Fee which is directly attributable to the specific rights and benefits not provided and, if any such payment has previously been made, salesforce shall be entitled to a credit, on a pro rata basis, in the amount of such payments.

14.2 Total Condemnation of Venue. If the Venue, substantially all of the Venue, or the right of TJPA to occupancy or possession of the Venue shall be taken by eminent domain or condemnation by any governmental authority for any public or private use or purpose, the Term shall terminate upon the earlier of (i) the date when the possession of the portion of the Venue or right so taken shall be required for such use or purpose or (ii) the effective date of the taking. In such event, the Naming Rights Fee paid or due shall be apportioned as of the date of such taking or condemnation.

14.3 Partial Condemnation of Venue. If less than all (including, for the avoidance of doubt, any Venue Component) or substantially all of the Venue shall be taken or condemned by any governmental authority for any public or private use or purpose, and TJPA determines, in its sole discretion, within a reasonable period of time after such taking or condemnation, that the remaining portion of the Venue cannot economically and feasibly be used as contemplated herein, then this Agreement may be terminated by either TJPA or salesforce by written notice to the other Party, and the Naming Rights Fee paid or due for the period during which the taking occurs shall be apportioned as of the date of such taking or condemnation. In addition, if the Rooftop Park is taken or condemned by any governmental authority for any public or private use or purpose, regardless of whether the remainder of the Venue remains open and operable, salesforce may terminate this Agreement by written notice to TJPA, and the Naming Rights Fee paid or due for the period during which the taking occurs shall be apportioned as of the date of such taking or condemnation.

15. REPRESENTATIONS AND WARRANTIES. Each Party warrants, represents, and covenants that upon the Effective Date and continuously throughout the Term: (i) it is duly organized or formed, validly existing, and in good standing under the laws of the jurisdiction of its incorporation or organization; (ii) the signing of this Agreement on its behalf has been duly authorized in accordance with its chartering instruments; (iii) it has all requisite power and authority and all requisite governmental licenses, authorizations, consents, and approvals to carry on its business and to execute, deliver, and perform its obligations under this Agreement; and (iv) the execution of and performance of this Agreement shall not conflict with any of its agreements or obligations to any third party or with any court or regulatory order, decree, or judgment applicable to it.

16. MISCELLANEOUS.

16.1 Notices. Except as otherwise expressly provided in this Agreement, notices, approvals, consents, or other communications hereunder shall be in writing and shall be sent to the addresses set forth herein by: (i) personal delivery; (ii) certified mail, return receipt requested; (iii) a nationally-recognized private express courier; or (iv) electronic delivery. Notices shall be effective upon receipt; provided, however, that in the event a notice is mailed, it

shall be deemed to have been received on the third (3rd) Business Day after mailing. The Parties may change the address to which notices are to be sent by written notice in accordance with the terms of this paragraph.

Notice to TJPA:

Transbay Joint Powers Authority
201 Mission Street, Suite 2100
San Francisco, California 94105
Attention: Mark Zabaneh, P.E.
Email: MZabaneh@TransbayCenter.org

with copies to:

Arent Fox LLP
55 2nd Street, 21st Floor
San Francisco, California 94105
Attention: Richard L. Brand
Email: rbrand@arentfox.com

and:

Shute, Mihaly & Weinberger LLP
396 Hayes Street
San Francisco, California 94102
Attention: Deborah L. Miller
Email: miller@smwlaw.com

Notice to salesforce:

salesforce.com, inc.
The Landmark at One Market, 3rd Floor
San Francisco, California 94105
Attention: General Counsel
Email: mkovalski@salesforce.com

with copies to:

salesforce.com, inc.
The Landmark at One Market, 3rd Floor
San Francisco, California 94105
Attention: Executive Vice President of Real Estate
Email: epinkham@salesforce.com

and:

Paul Hastings LLP
101 California Street
San Francisco, California 94111
Attention: Stephen I. Berkman
Email: steveberkman@paulhastings.com

16.2 Governing Law. This Agreement is made in and is to be performed in the State of California and, for all purposes, the terms of this Agreement shall be governed by the laws of said state without reference to conflicts of law principles. For purposes of any suit arising out of or related to TJPA's obligations regarding the Total Marks or the Salesforce Marks under this Agreement, TJPA hereby expressly and unequivocally consents to the application of the Lanham (Trademark) Act (15 U.S.C. §1051 et seq.). The Parties hereby expressly waive any right to object and specifically consent to the jurisdiction of the federal and state courts sitting within the City and County of San Francisco, California. Venue for any action or proceeding commenced by or against a Party arising in connection with this Agreement shall be in the federal or state courts sitting within the City and County of San Francisco, California. To the extent any such suit is brought in a court in the City and County of San Francisco, California, each Party hereby waives any and all objections to such venue, including any such objection based on *forum non conveniens*.

16.3 Integrated Agreement; Amendment. This Agreement is the final, complete, and exclusive statement and expression of the agreement among the Parties with relation to the subject matter of this Agreement, it being understood that there are no oral representations, understandings, or agreements covering the same subject matter as this Agreement. This Agreement supersedes, and cannot be varied, contradicted, or supplemented by evidence of, any prior or contemporaneous discussions, correspondence, or oral or written agreement of any kind. This Agreement may only be amended by a written agreement signed by the Parties and specifically referring to this Agreement.

16.4 Invalidity. In case any provision of this Agreement shall be invalid, illegal, or unenforceable, such provision shall be severed from this Agreement and a provision similar in legal effect that is not invalid or illegal shall be substituted in order to most closely give effect to the Parties' intended agreement. The validity, legality, and enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired thereby.

16.5 Assignment.

16.5.1 Salesforce Transfer.

16.5.1.1 Except in connection with a Permitted Transfer, salesforce shall not assign, transfer, or encumber any of its interests in or rights under this Agreement (collectively or individually, a "Transfer") without the prior written consent of TJPA (which may be given or withheld in its sole discretion).

16.5.1.2 Except in connection with a Permitted Transfer, if salesforce wishes to make a Transfer, salesforce shall provide TJPA with a fully-executed copy of the proposed Transfer documentation and such information regarding the transferee as TJPA may reasonably request. Within thirty (30) days after receipt of the required information and documentation, TJPA shall either: (i) consent to the Transfer by execution of a consent agreement in a form reasonably acceptable to TJPA and salesforce; or (ii) refuse to consent to the Transfer, in its sole discretion; provided that if TJPA does not respond, then the Transfer shall be deemed to be denied by TJPA. Salesforce shall pay TJPA the reasonable costs (including reasonable attorneys' fees) incurred by TJPA in connection with any proposed Transfer, including the review thereof and the preparation and negotiation of any consent documentation TJPA requires related thereto. If such Transfer occurs prior to the time in which TJPA gives its consent or refusal, the fact that the Transfer occurred shall not be a waiver of TJPA's right to declare such Transfer to be a Salesforce Default hereunder or TJPA's right to avail itself of any rights or remedies available to it hereunder or under Applicable Law.

16.5.2 Notwithstanding Sections 16.5.1.1 and 16.5.1.2, salesforce may Transfer this Agreement to an Affiliate or to a successor to salesforce by merger, consolidation, or the purchase of substantially all of salesforce's assets or equity interests (each, a "Permitted Transfer"), and any transferee of a Permitted Transfer, a "Permitted Transferee") without the consent of TJPA, only so long as (x) the Permitted Transferee assumes in writing for the benefit of TJPA all obligations with respect to the rights assigned or transferred to such Permitted Transferee under this Agreement pursuant to an instrument reasonably satisfactory to TJPA, and (y) unless the Permitted Transferee is creditworthy, in TJPA's reasonable determination, at the time of such Transfer, such Transfer shall not relieve salesforce of any of its obligations under this Agreement, and further provided that salesforce must give TJPA written notice of such Permitted Transfer not more than ten (10) Business Days following the effective date of such Permitted Transfer. Salesforce's notice to TJPA shall include information and documentation reasonably evidencing the Permitted Transfer. Salesforce shall pay TJPA the actual costs (including reasonable attorneys' fees) incurred by TJPA in connection with its review of any Permitted Transfer.

16.5.3 TJPA Transfer.

16.5.3.1 TJPA may make a Transfer, without the prior consent of salesforce, to any person in connection with a sale or transfer of the Venue, provided that TJPA must give salesforce written notice of such Transfer not more than thirty (30) days following the effective date of such Transfer, which notice shall include information and documentation reasonably evidencing the Transfer. In connection with any such Transfer, TJPA shall require the transferee to be bound by all the terms, conditions, and covenants of, and assume all of the obligations of TJPA under, this Agreement from and after the date of such Transfer. Effective as of the date of such Transfer, TJPA shall be relieved of any further obligations under this Agreement, except that unless the transferee agrees to be liable for any obligations arising prior to the date of such Transfer, TJPA shall continue to be liable for such obligations.

16.5.3.2 Provided that it is not otherwise expressly prohibited under this Agreement, TJPA may sublicense or Transfer any of its intellectual property rights arising under this Agreement, without the prior consent of salesforce, solely for the purposes of

facilitating the use or exploitation thereof for the benefit of TJPA as contemplated under this Agreement, provided that no such sublicense or Transfer shall relieve TJPA of any of its obligations to salesforce under this Agreement.

16.5.4 **Successors and Assigns.** This Agreement shall be binding on and inure to the benefit of the Parties' permitted successors and assigns.

16.6 **Captions.** The captions contained in this Agreement are inserted for convenience of reference only and shall not in any way define or affect the meaning, construction, or scope of the provisions captioned.

16.7 **Sophistication of Parties.** The language of this Agreement shall be construed simply, as a whole, and in accordance with its fair meaning and not strictly for or against any Party. Each Party to this Agreement represents that it is a sophisticated commercial party capable of understanding all of the terms of this Agreement, that this Agreement has been prepared jointly by the Parties and has been the subject of arms' length and careful negotiation, that each Party has been given the opportunity independently to review this Agreement with legal counsel, and that each Party enters into this Agreement with full knowledge of the terms of this Agreement. Accordingly, in the event of an ambiguity in or dispute regarding the interpretation of this Agreement, this Agreement shall not be interpreted or construed against the Party preparing it and, instead, other rules of interpretation and construction shall be utilized.

16.8 **Exhibits and Schedules.** Exhibits and schedules referred to in this Agreement are by such reference incorporated in this Agreement as if set forth in full and are made a part of this Agreement.

16.9 **Relationship of the Parties.** Salesforce, on the one hand, and TJPA, on the other hand, are independent contractors, and nothing contained in this Agreement will be construed as establishing an employer-employee or other agency relationship, partnership, or joint venture between them.

16.10 **No Waiver.** No rights of a Party or obligations owed to a Party hereunder shall be waived except in a writing signed by such Party. No delay of or omission in the exercise of any right, power, or remedy accruing to any Party under this Agreement shall impair any such right, power, or remedy, nor shall it be construed as a waiver of any future exercise of any right, power, or remedy.

16.11 **Interpretation.** Unless explicitly stated otherwise, the use in this Agreement of the word "including" (or words of similar import) shall not be construed to limit or narrow the scope of the general term or statement it accompanies.

16.12 **Attorneys' Fees.** In the event that either Party should initiate any action or proceeding arising in connection with this Agreement, including for the recovery of any sum due under this Agreement, due to the breach of any provision of this Agreement or for any other relief against the other Party pursuant to this Agreement, then all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing Party therein shall be paid by the other Party.

16.13 **Business Days.** If action is required to be taken or notice is required to be given under this Agreement on a day other than a Business Day, such action shall be taken or such notice shall be given on the next succeeding Business Day.

16.14 **Signatures in Counterpart.** This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be deemed an original, and all of which together shall constitute one and the same instrument. This Agreement shall become effective when the Parties have duly executed and delivered signature pages of this Agreement to each other. Delivery of this Agreement may be effectuated by hand delivery, mail, overnight courier, or electronic communication (including by PDF sent by electronic mail, facsimile, or similar means of electronic communication). Any signatures (including electronic signatures) delivered by electronic communication shall have the same legal effect as physically delivered original signatures.

16.15 **No Third-Party Beneficiaries.** This Agreement does not and is not intended to confer any rights upon any person other than the Parties.

16.16 **Waiver of Jury Trial.** Each Party hereby knowingly and voluntarily waives any rights to a trial by jury in any action, proceeding, or counterclaim brought by either Party against the other Party on, or in respect of, any matter whatsoever arising out of or in any way connected with this Agreement or any document or instrument delivered in connection with this Agreement or the relationship of the Parties under this Agreement.

16.17 **Further Assurances.** Each of the Parties shall execute, acknowledge, and deliver, without additional consideration, such further assurances, instruments, and documents, and shall take such further actions, as the other Party shall reasonably request in order to fulfill the intent of this Agreement and the transactions contemplated hereby.

16.18 **Time is of the Essence.** With regard to all dates, deadlines, and time periods set forth or referred to in this Agreement, time is of the essence.

16.19 **Expenses.** Each Party shall bear its own expenses in connection with this Agreement and (except as set forth in this Agreement) the transactions contemplated hereby.

16.20 **Cooperation.** The Parties will work together and cooperate in good faith to effectuate the terms of this Agreement.

17. **SURVIVAL.** The provisions set forth in Sections 2.6 (De-Branding), 2.7.3 (License to Use Total Marks; Historical Use), 4.2.3 (Discretionary Early Termination), 4.4 (Effects of Expiration or Termination), 4.5 (Refund of Commencement Date Naming Rights Fee), 7 (Defaults and Remedies), 8 (Confidentiality), 9 (Indemnifications), 10 (Limitation of Liabilities), 13 (Injunctive Relief), 14 (Force Majeure; Eminent Domain), 15 (Representations and Warranties), 16 (Miscellaneous, excluding 16.5 (Assignment)), and 17 (Survival) together with any other provisions of this Agreement (including payment provisions) that by their terms and nature are intended to survive expiration or termination shall survive such expiration or earlier termination of this Agreement. For the avoidance of any doubt, notwithstanding anything to the contrary herein, (i) any terms that apply to TJPA's use of the Total Marks (including Section 2.5.1 (Approvals and Quality Control), Section 2.7.4 (Restrictions on Use of Total

Marks), and 3.1 (Usage of Venue Mark)) shall continue to apply to TJPA's use of the Total Marks for Historical Use, notwithstanding the termination or expiration of this Agreement, and (ii) salesforce may exercise any remedies available to it under this Agreement (including under Section 13 (Injunctive Relief)) or available at law or in equity.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the undersigned have executed this Agreement on the Effective Date.

Transbay Joint Powers Authority,
a public agency organized under the laws of
the State of California

By _____

Printed Name: _____

Title: _____

APPROVED AS TO FORM:

By _____

Printed Name: _____

[signatures continue on following page]

salesforce.com, inc.,
a Delaware corporation

By _____

Printed Name: _____

Title: _____

Schedule 2.1

Named Venue Components

Named Venue Component	Name
Transit Center	Salesforce Transit Center
Rooftop Park	Salesforce Park
Grand Hall	Salesforce Grand Hall
Children's Playground	Salesforce Children's Playground
Park Amphitheater	Salesforce Amphitheater

Schedule 2.4.2

Venue Component and Signage Location Plan

[See Attached]

Schedule of Signs

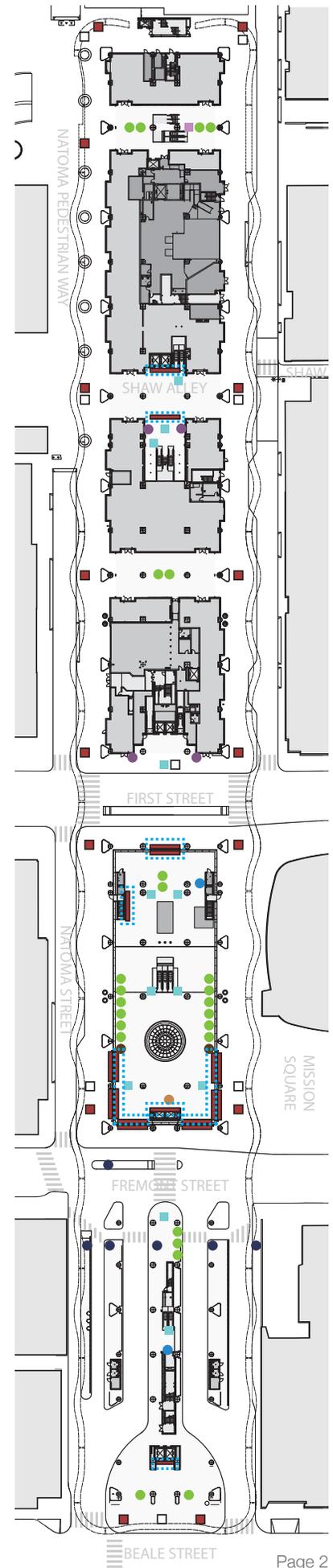
All Levels

		Illuminated	Level 1	Level 2	Level 3	Level 4	Total
	PD1: Bus Deck Dock ID	YES			37		37
	PD2: MUNI Plaza Bus ID	YES	6				6
	SX1: Grand Hall Schedule Board	DIGITAL	1				1
	KC1: Combined Directory and Digital Display	DIGITAL	25	3	10		38
	KP1: One Sided Digital Display	DIGITAL	4				4
	KP3: Information Kiosk with Digital Display	DIGITAL			1		1
	KM1: Static Map with Digital Display	DIGITAL	2				2
	PS2: Interior Directional Pylon	YES	1				1
	PS4: Rooftop Directional Pylon	YES				14	14
	PS5: Interior Directional Pylon with Speakers	YES				1	1
	PS6: Interior Directional Pylon with Clipper	YES	12	2	9		23
	PS1: Sidewalk Pylon	YES	15				15
	R1: Roof Park Access Marker	NO	9			5	14
	D1: Dimensional Letters - Grand Hall Entries	YES	7				7
	D2: Dimensional Letters - Interior Exits	NO	7				7
	D6: Dimensional Letters - Schedule Board	NO	1				1
	D7: Dimensional Letters - Info Desk	NO	1				1
	D8: Dimensional Letters - Shaw Alley	NO	2				2
	D9: Dimensional Letters - Beale Street	YES	1				1
	D10: Dimensional Letters - Amphitheater	NO				1	1

Signage Locations

Level 1

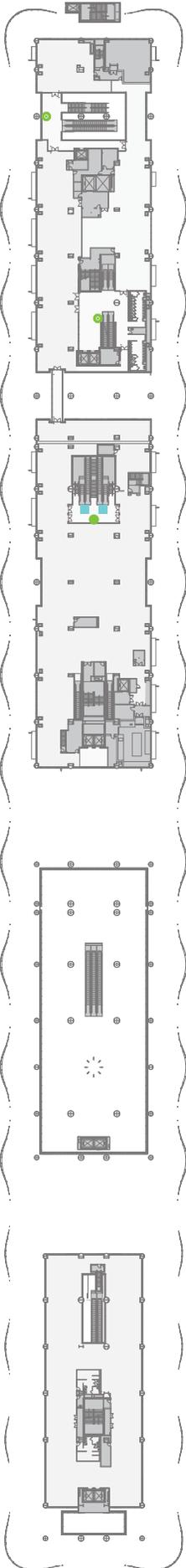
		Illuminated	QTY
●	PD2: MUNI Plaza Bus ID	YES	6
●	SX1: Grand Hall Schedule Board	DIGITAL	1
●	KC1: Combined Directory and Digital Display	DIGITAL	25
●	KP1: One Sided Digital Display	DIGITAL	4
●	KM1: Static Map with Digital Display	DIGITAL	2
■	PS2: Interior Directional Pylon	YES	1
■	PS6: Interior Directional Pylon with Clipper	YES	12
■	PS1: Sidewalk Pylon	YES	15
□	R1: Roof Park Access Marker	NO	9
—	D1: Dimensional Letters	YES	7
—	D2: Dimensional Letters - Interior Exits	NO	7
—	D6: Dimensional Letters - Schedule Board	NO	1
—	D7: Dimensional Letters - Info Desk	NO	1
—	D8: Dimensional Letters - Shaw Alley	NO	2
—	D9: Beale Street	YES	1



Signage Locations

Level 2

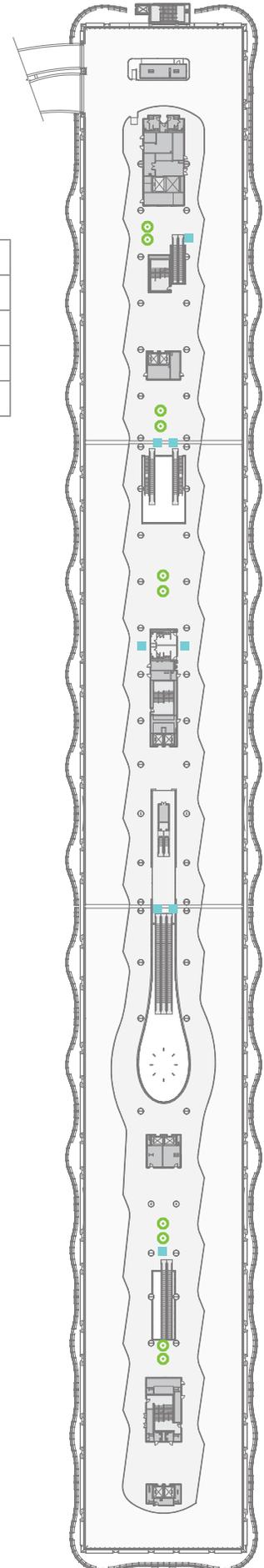
		Illuminated	QTY
●	KC1: Combined Directory and Digital Display	DIGITAL	3
■	PS6: Interior Directional Pylon with Clipper	YES	2



Signage Locations

Level 3

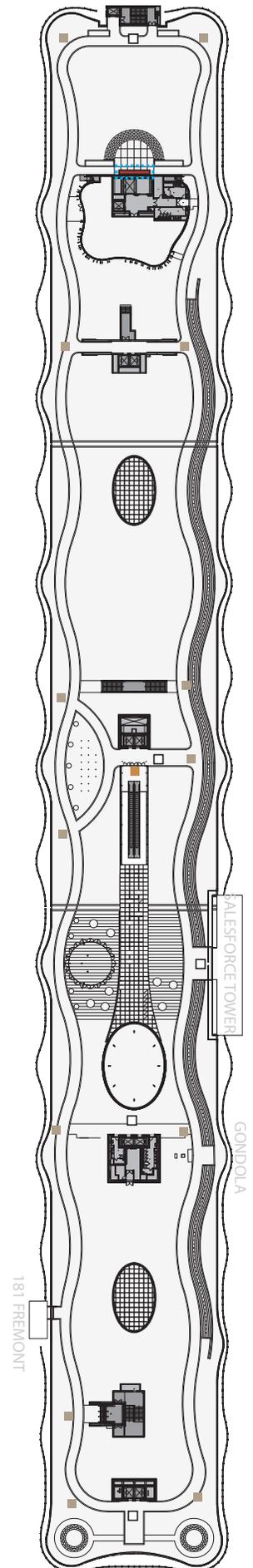
		Illuminated	QTY
●	PD1: Bus Deck Dock ID	YES	37
●	KC1: Combined Directory and Digital Display	DIGITAL	10
●	KP3: Information Kiosk with Digital Display	DIGITAL	1
■	PS6: Interior Directional Pylon with Clipper	YES	9



Signage Locations

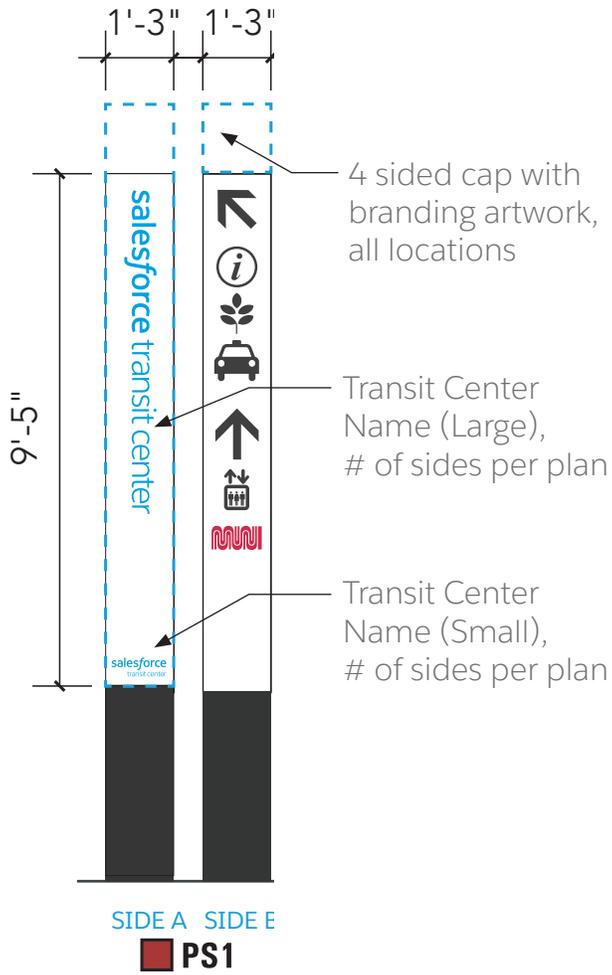
Level 4

		Illuminated	QTY
■	PS4: Rooftop Directional Pylon	YES	14
■	PS5: Interior Directional Pylon with Speakers	YES	1
□	R1: Roof Park Access Marker	NO	5
■	D10: Dimensional Letters - Amphitheater	NO	1



Signage Types

Wayfinding Pylons PS1



TRANSIT CENTER NAME, 4 SIDES

CAP ONLY

CAP ONLY

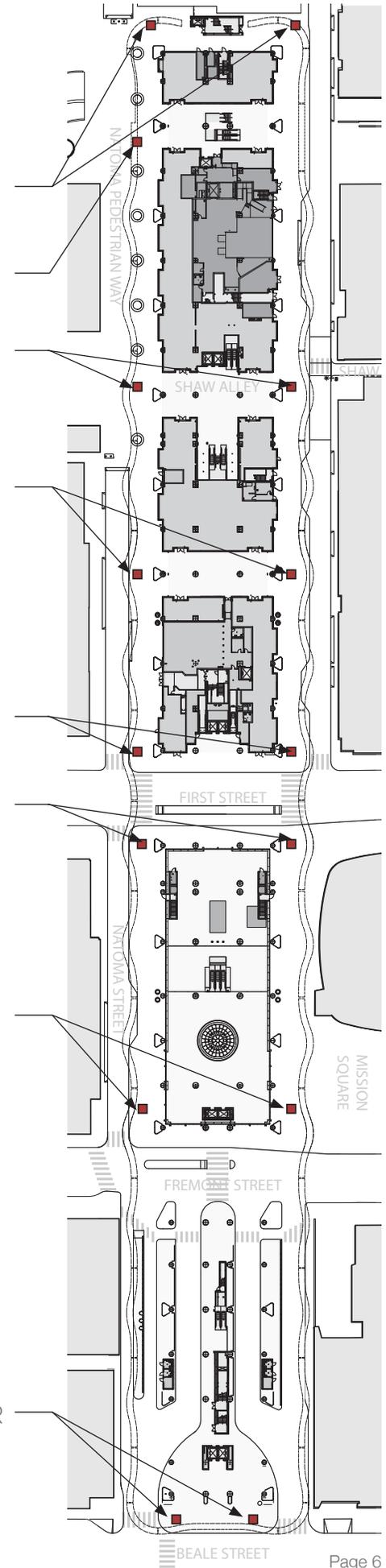
TRANSIT CENTER NAME, 1 SIDE

CAP ONLY

CAP ONLY

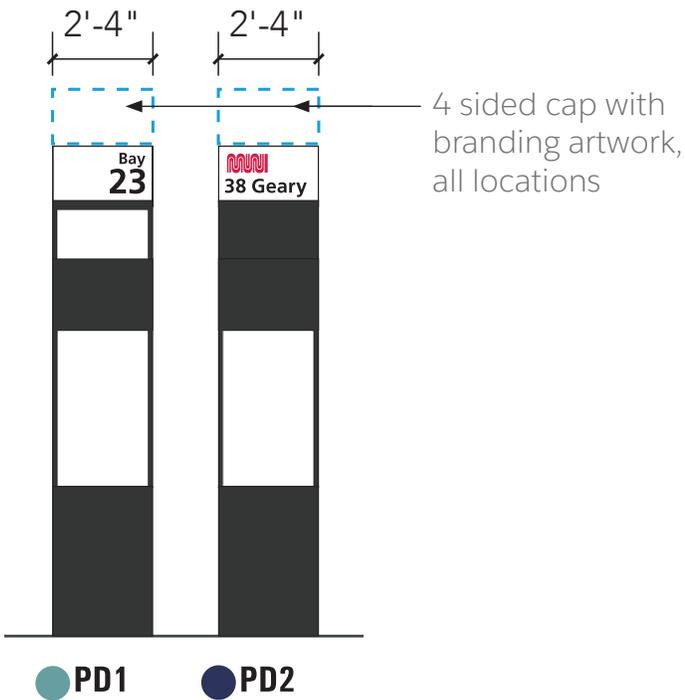
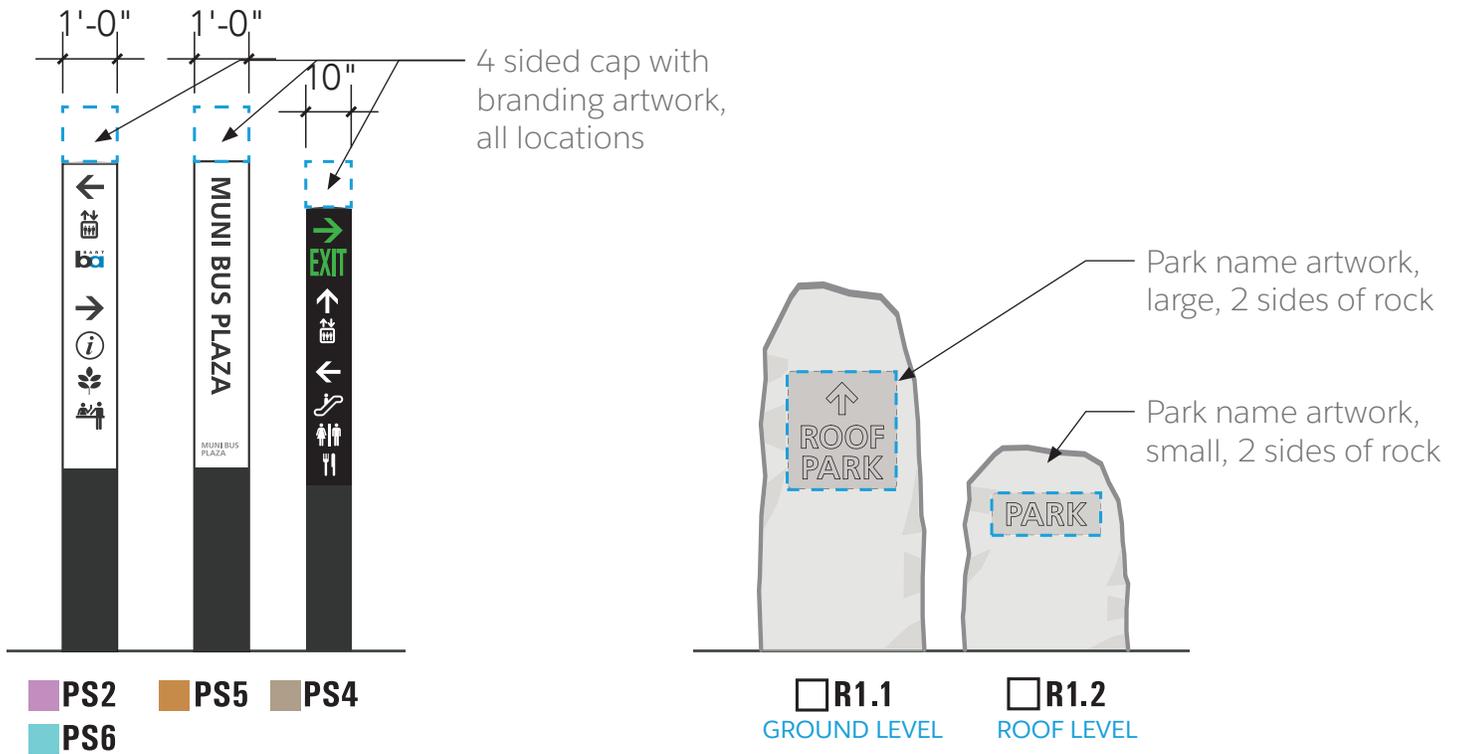
TRANSIT CENTER NAME, 1 SIDE

TRANSIT CENTER NAME, 4 SIDES



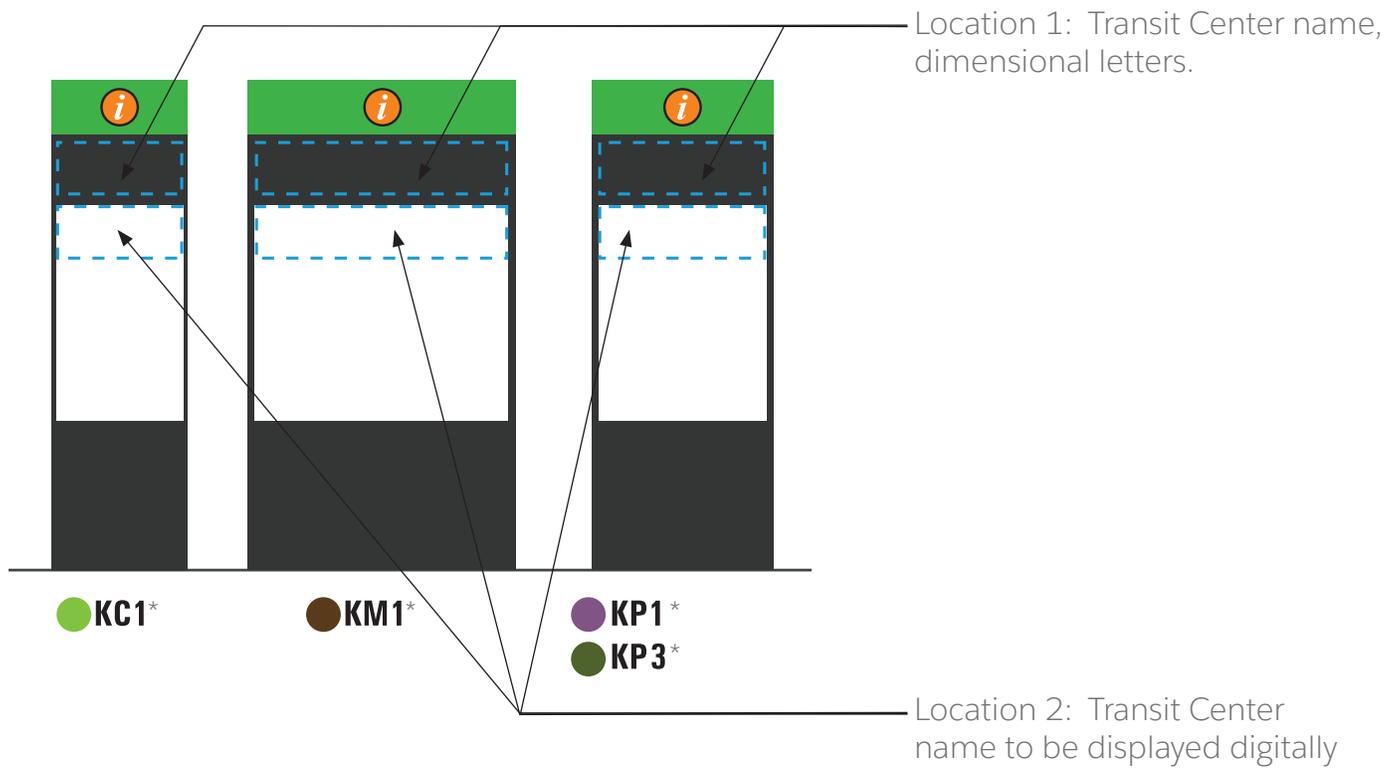
Signage Types

Wayfinding Pylons, Digital Kiosks & Rocks



Signage Types

Digital Kiosks



* Transit Center name will appear on the information side of the kiosks only and will not appear on the advertising side of the kiosks. Transit center name will be located at either Location 1 or Location 2.

Dimensional Letter Signage

D1 - Grand Hall Entries



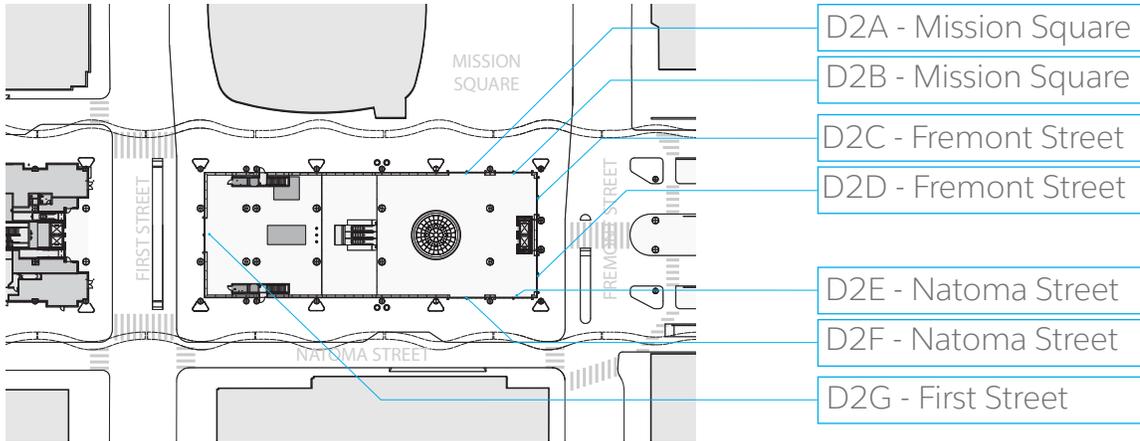
Mission Square Entry Rendering - White Lettering



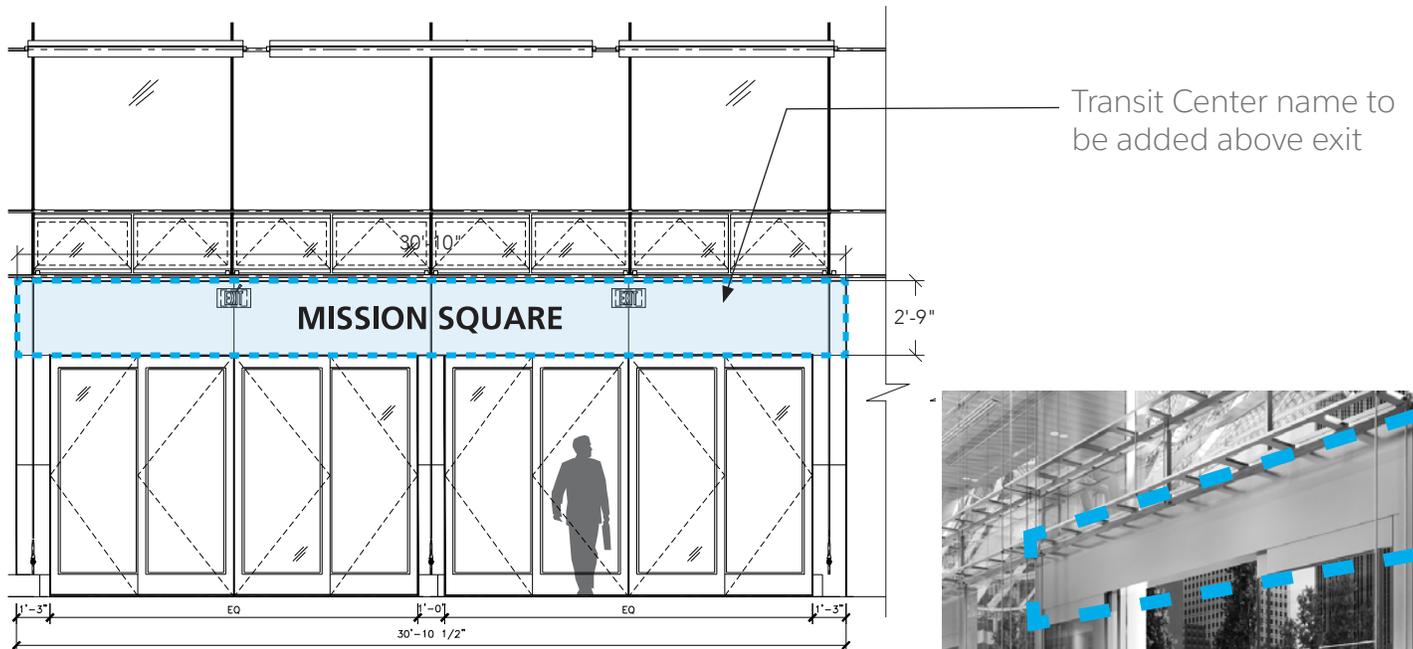
Mission Square Entry Rendering - Blue Lettering

Dimensional Letter Signage

D2 - Grand Hall Exits



Ground Floor Plan - Grand Hall

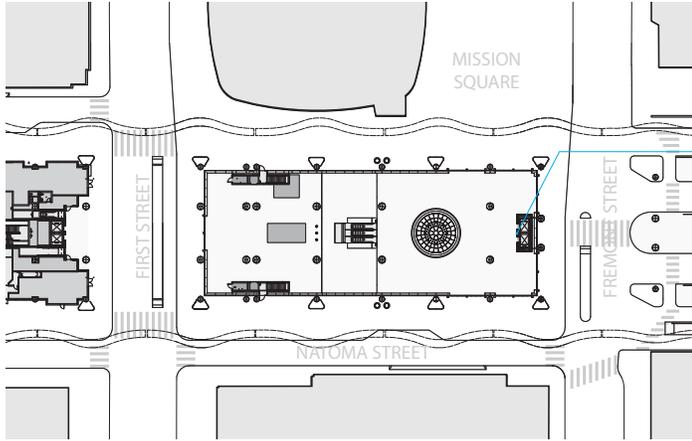


Interior Elevation - Grand Hall Exit



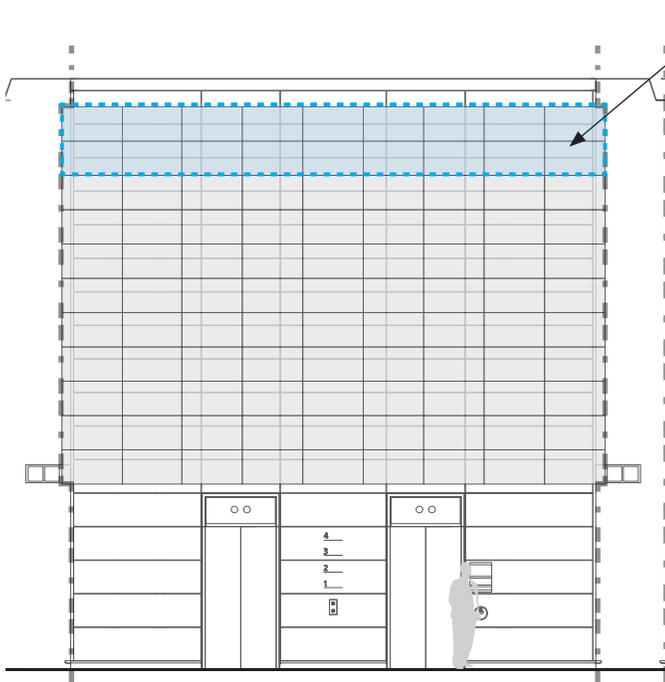
Digital Signage

D6 - Grand Hall Schedule Board



D6 - Schedule Board

Ground Floor Plan - Grand Hall



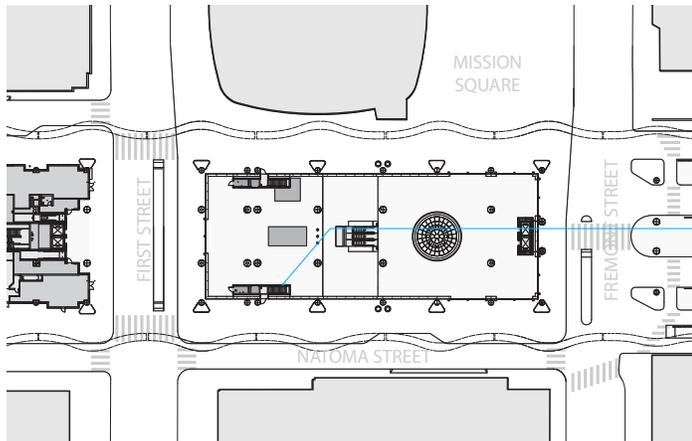
Transit Center name to be displayed digitally

Interior Elevation - Grand Hall Schedule Board



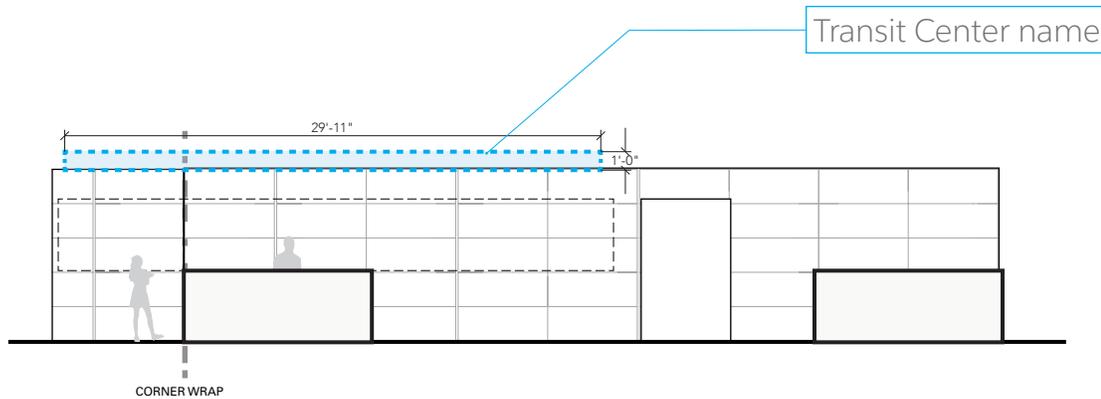
Dimensional Letter Signage

D7 Info & Security Desk



D7 - Info & Security Desk

Ground Floor Plan - Grand Hall



Interior Elevation - Information and Security Desk

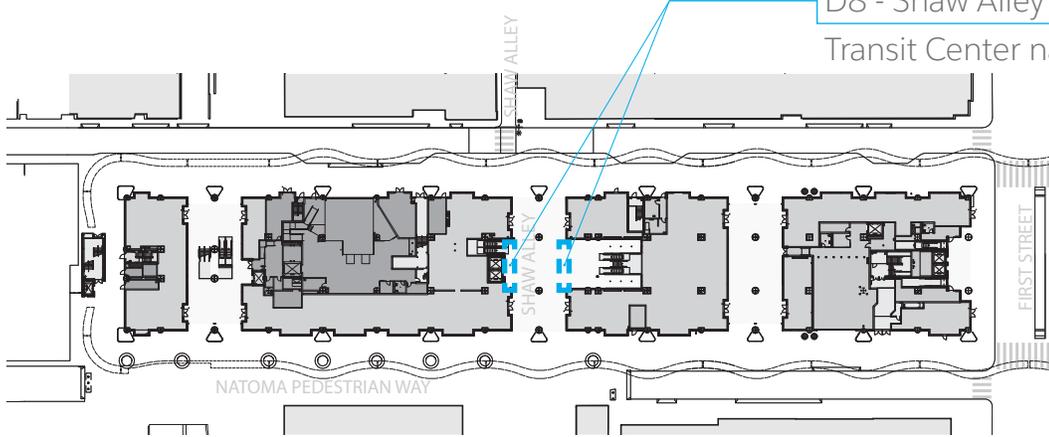


Dimensional Letter Signage

D8 - Shaw Alley

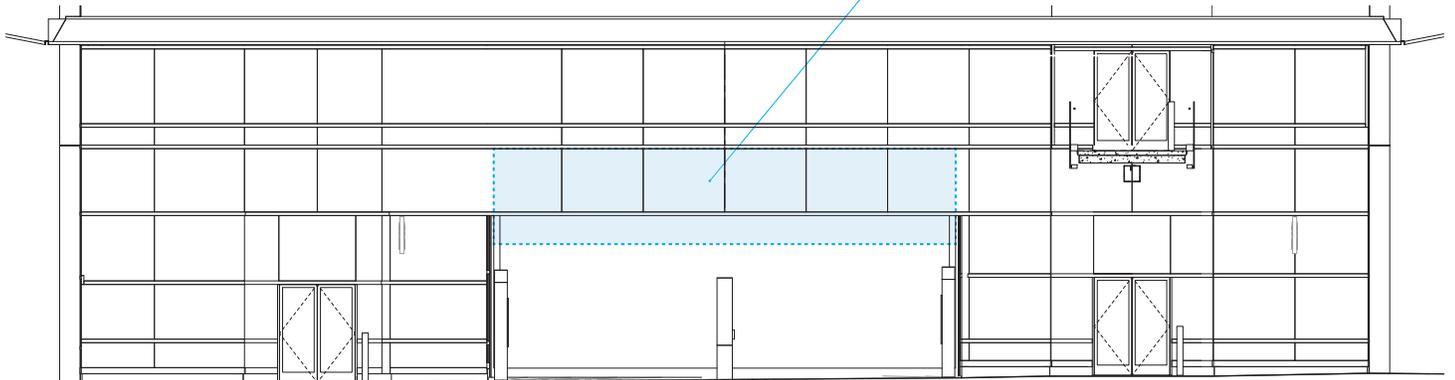
D8 - Shaw Alley

Transit Center name, 2 signs



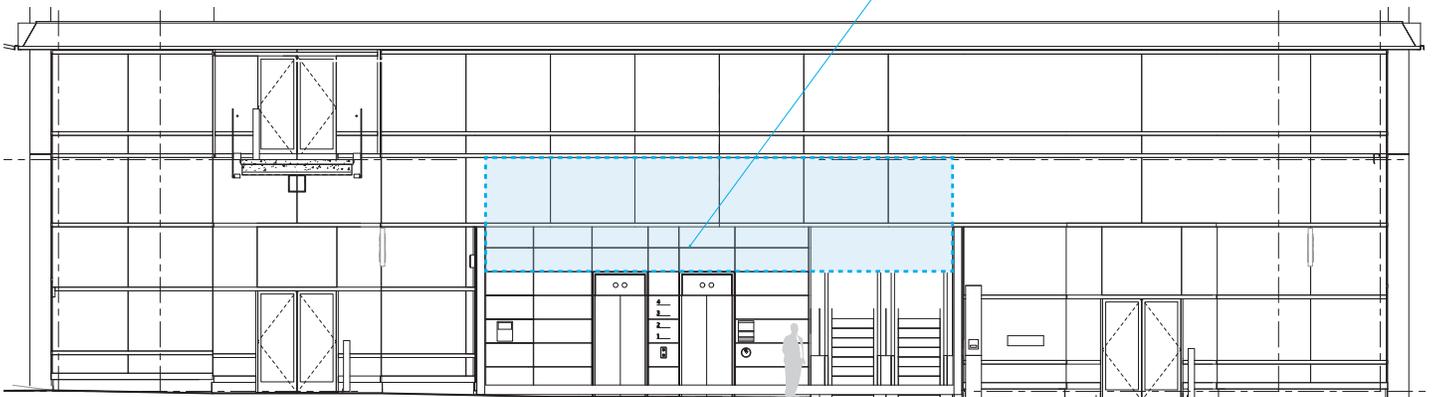
Level 1 Floor Plan - West Side

D8 - Shaw Alley



Shaw Alley Elevation Facing East

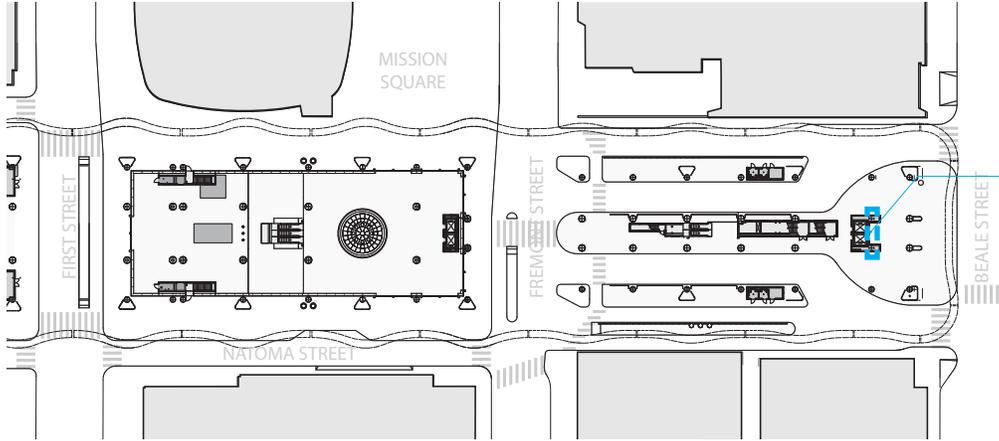
D8 - Shaw Alley



Shaw Alley Elevation Facing West

Dimensional Letter Signage

D9 - Beale Street



D9 - Beale Street Elevators
Transit Center name, 1 sign

Ground Floor Plan - East Side



Beale Street Entry Rendering

Schedule 2.5

Usage Guide

[See Attached]

The new
Salesforce
brand



3.0_Visual Guidelines

How we look is of primary importance to achieve a unified and coherent Salesforce graphic style elevating the brand spirit.

- 3.1_Logo
- 3.2_Color
- 3.3_Typography

3.1_Logo



Identity hierarchy

Primary identity

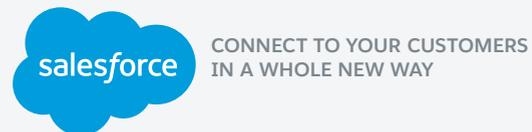
Level 1 – Masterbrand

The primary visual identification element is the corporate logo.

The corporate signature combines the corporate logo and the connect to your customers tagline, which can either include or exclude the product litany.



Corporate logo



Corporate signature

Usage

All corporate brand assets, global navigation of all Salesforce entities, Internet banners, national and regional advertising, and big-picture event concepts

Brand extension identity

Level 2 – Core product

Our products are identified by the cloud product nomenclature paired to the corporate logo. Cloud product and sub-product logos qualify for an identifier device because they go-to-market as standalone products.



Cloud product logo



Sub-product logo

Usage

Cloud-specific landing pages, email campaigns, digital banners, defined demonstration spaces at events, product datasheets, e-books, white papers, and so on.

Enrichment identity

Level 3 – Badges

Badges identify key areas within the business that Salesforce is directly tied to, either through product, endorsement, or affiliation. Visually, a rectangular “stamp” shape contains the corporate logo and coexists with specific “alliance” nomenclature.



Usage

Specific partner communications, such as websites, event materials, and advertising

Level 4 – Type logo

Type logos can consist of a special visual type treatment that excludes the corporate logo, but includes our corporate typeface, Salesforce Sans. This visual strategy is designed to accommodate short-term campaign or program initiatives identified outside of the core product or badge system.

L I G H T N ⚡ N G

bluecloud**coffee**

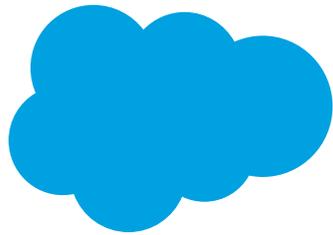
Usage

Campaign banners, email headers, program promotion, swag

Identity definitions

What is a logo?

A logo is a graphic representation or symbol of a company name, trademark, and more, often uniquely designed for dependable recognition. The basis of our logo is the cloud symbol; identifiable and visually exclusive to Salesforce.



What is a logotype?

A logotype is letterforms composed to represent a company or corporate name. The Salesforce logotype can be found within the logo or cloud symbol. The logotype is distinctively "drawn" or illustrated and provides a further level of visual exclusivity, especially with the historical and italic flair of the "f" near its center.

The combination of these elements, the logo and the logotype, create the corporate logo.

Corporate logo



What is nomenclature?

At Salesforce, nomenclature used in the greater corporate identity system refers to combining our product names with the corporate signature.

These are carefully designed compositions, commonly referred

within Salesforce as lockups.

This is a controlled execution of a permanently paired proportion of the corporate signature and cloud product nomenclature most often distinguished within our core cloud product logos.



Primary identity

Corporate logo

The primary logo is the “salesforce” logotype letterforms within the cloud symbol. This is the logo version that should be the most associated with the brand. It is the supreme visual expression of our personality, distilling all the experiences our customers have as they encounter the brand across a variety of touchpoints. It’s our corporate logo.



When to use

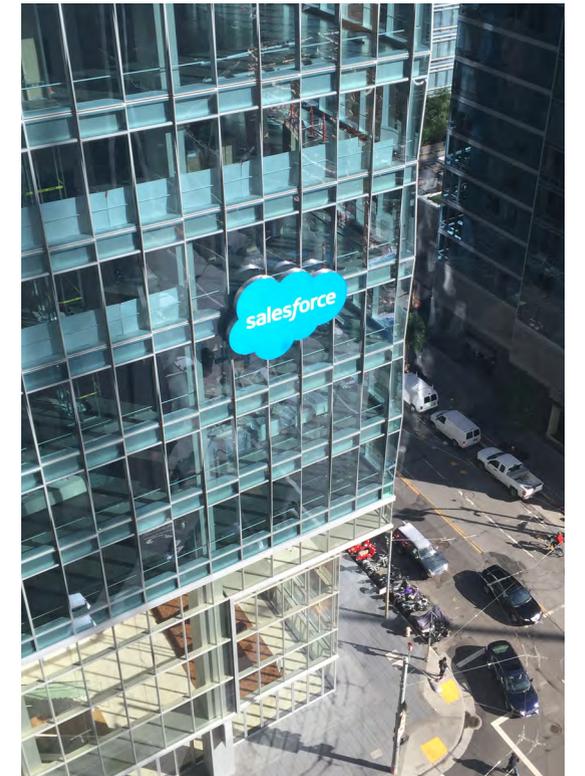
Use the corporate logo in internal and external documents, presentations, stationery, and all other desired brand assets.

Color usages

- 1. Positive on white
- 2. Positive on Salesforce color
- 3. Positive on photography



Corporate stationery



Real estate



Sport venues



Swag

Primary identity

Corporate signature

Taglines should be used mainly for advertisements where additional information needs to be displayed to differentiate Salesforce within the marketplace.

The corporate signature combines the Salesforce corporate logo paired and locked up with the tagline in both a vertical and horizontal configuration.



**CONNECT TO YOUR CUSTOMERS
IN A WHOLE NEW WAY**

When to use

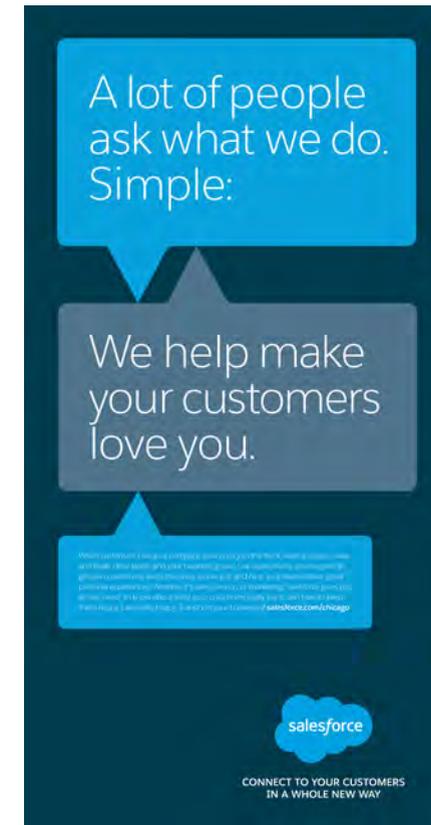
All corporate brand assets, global navigation of all Salesforce entities, Internet banners, national and regional advertising, and big-picture event concepts



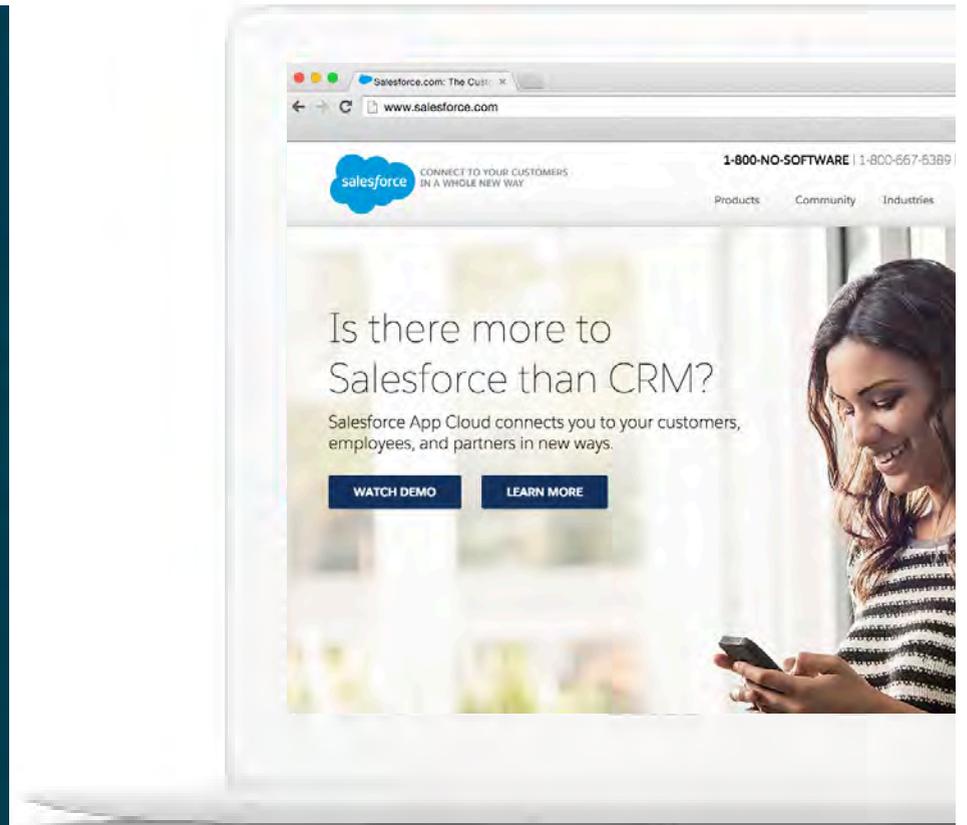
**CONNECT TO YOUR CUSTOMERS
IN A WHOLE NEW WAY**

Color usages

1. Positive on white
2. Positive on Salesforce color
3. Positive on photography
4. Positive on backgrounds
5. Reverse on Salesforce color
6. Reverse on photography
7. Reverse on backgrounds



Press advertising



Corporate website



Event banners

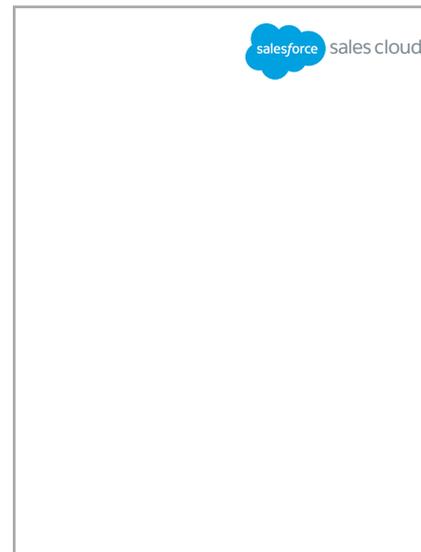
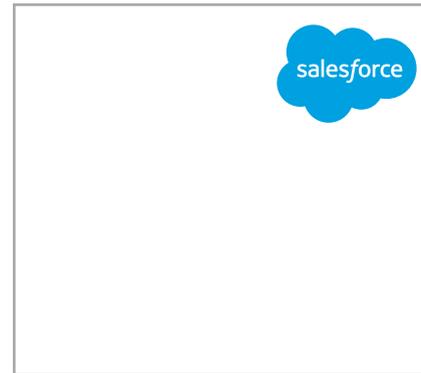


Customer spotlight

Logo placement

1. Upper-right corner

Using Salesforce's allowed spacing, the primary placement of the Salesforce logo is in the upper-right corner. This allows for maximum content space and the best optical efficiency for identifying the company.



2. Centered on bottom

If there is not enough room for the given logo version to comfortably fit in the upper-right corner of the canvas, then it should be centered on the bottom.

3. Centered in middle

In addition to positioning in the upper-right corner or centering on the bottom, the logo can also be placed in the dead-center of the canvas. This can be used when the logo is the primary visual element, in order to draw attention to the logo.

Clear space and minimum size

Corporate logo clear space

Let the logo breathe. The acceptable logo clear space (x) is equal to the height of the “s” in the Salesforce logotype.



Minimum size

Within digital media, the minimum width of the primary logo should not be smaller than 136 pixels.

Minimum pixel size:
136 pixels



Minimum print size:
1.0 inches



Corporate signature clear space

The acceptable logo clear space (x) is equal to the height of the cap height in the Salesforce logotype.



Minimum size

Secondary text must be a minimum of 8 points.

The text, “CONNECT TO YOUR CUSTOMERS IN A WHOLE NEW WAY,” that accompanies the logo must be at least 8 points in order to use this logo. If there is not room, use the corporate logo version.



Brand extension identity

Core product logos

The Salesforce brand is extended through the core product logos and are most associated with each of the respective Salesforce products and services.

The popular use of the core product logos represents the breadth and reach of Salesforce services and functions.

When to use

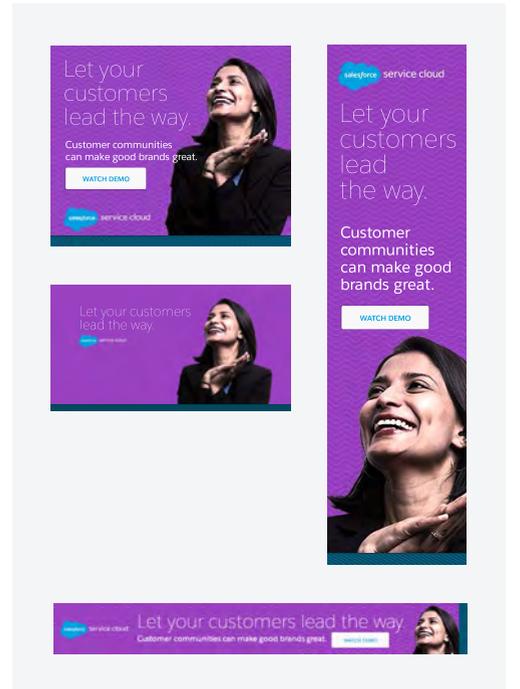
Use the core product logo in internal and external documents, websites, presentations, datasheets, e-books, and more.

Color usages

1. Positive on white
2. Positive on Salesforce color
3. Positive on photography
4. Positive on backgrounds
5. Reverse on Salesforce color
6. Reverse on photography
7. Reverse on backgrounds



E-books and sell sheets



Web banners



Dreamforce



Customer spotlight collateral

Identity definitions

What is a badge?

A badge is an identity treatment that is a representation or an acknowledgment of an achievement or a position within a unique Salesforce group. It is also used to define specific corporate initiatives.

Used commonly by Salesforce partners, badges are used as a “stamp” designed to visually represent the partner as an approved Salesforce alliance.

These are carefully designed compositions; a controlled execution of a permanently paired proportion of the corporate signature and badge nomenclature.



What is a type logo?

These are typographic representations created to identify something. They take liberty with specialized fonts to make the compositions unique, and sometimes include a design element.

Here our corporate typeface, Salesforce Sans, joins light graphical flourishes that are symbolic of the letterforms created to spell the name of the promotion, technology, or program name.

bluecloud**coffee**

L I G H T N ⚡ N G

bluecloudcoffee

Salesforce Sans Light

Salesforce Sans Regular

Salesforce Sans Bold

Enrichment identity

Type logos

These are logotype treatments designed specially to exclude the corporate logo. Type logos represent areas of Salesforce business outside of the core product or the badge system.

When to use

Type logos should be used by internal teams looking for representation, short-term initiatives (such as campaigns), smaller events, and programs. They should be used for, but not limited to, campaign banners, program promotions, and swag.

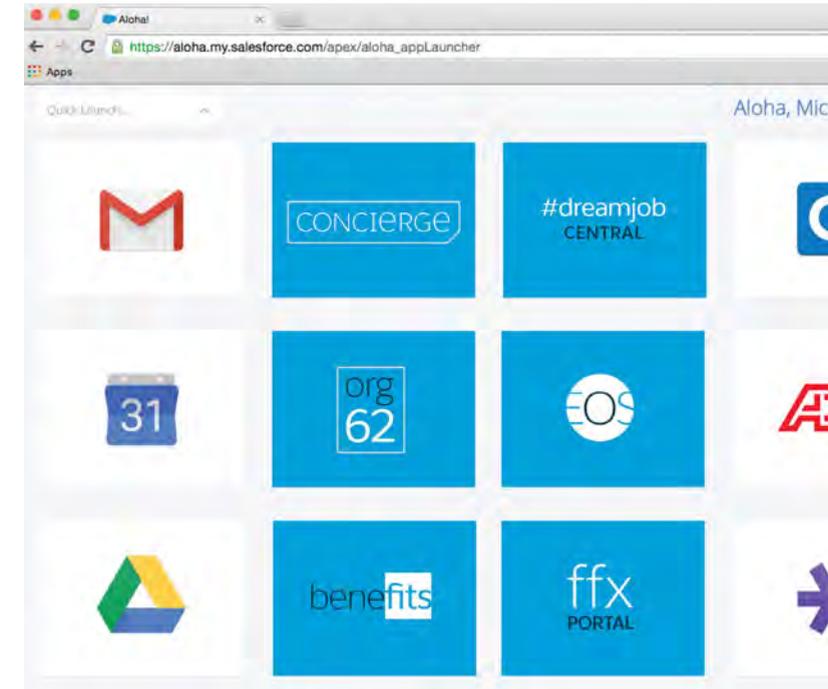
peopleforce
productforce
CONCIERGE
REWARDS

media CENTER

ffx PORTAL
MR20
GBO
new hire
WIZARD

globalcorporateservices

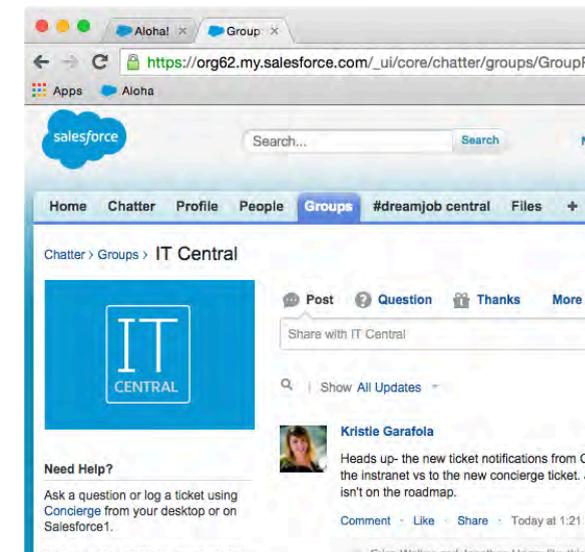
DESTINATION
SUCCESS



Aloha launch page



Campaign program T-shirts



Chatter groups page



Internal broadcasting

Enrichment identity

Type logos

Shown here are various approaches on how to construct and create type logos. The typographic visual recipes use two visual ingredients: color and typeface.



Salesforce Sans
Salesforce Sans
Salesforce Sans
Salesforce Sans

Please note: The compositional references here are valid uses of the two visual ingredients, but are not intended to be limited to these exhibited here.

people**force**
product**force**
support**force**
cash**force**
booth**force**
meeting**force**

This two word acting as one composition utilizes both a light weight and a bolder weight with respective color intensity designed to separate the words within the stated nomenclature.

globalcorporates**services**
bluecloud**coffee**

Three-word titles get a single word contemporary arrangement with progressive gradated type weights and three-color intensity for separation.

employee SUCCESS
enterprise ARCHITECT
pardot ENGINEERING
media CENTER

Another two-word title is visually set off with a lowercase typographic representation of the modifier combined with an all caps noun matching the modifier's x-height and two colors for each word.

WOMEN IN
technology

new hire
WIZARD

Three-word stacked titles combine lowercase and all caps along with two-color separation.

CONCIERGE
REWARDS
SUPPORT
ENGINEERING
READINESS

Single words here have resonance with a one-color all caps arrangement.



Stacked acronym titles get a modern visual representation with both lowercase and all caps, are set off by a two-color separation, and are ringed by a box shape.

V2MOM
org62
MR20
GBO

Acronyms get visual relief from progressive, gradated type weight arrangements using a single color.

Enrichment identity gallery

Type logo applications

Shown here are several applications of various type logos.



Program volunteer materials



Event name tag



Infant onesie



Event notebook



Event identity

Identity frequently asked questions

When should I use the corporate logo?

It's preferred to place our logo on anything external, but remember, there is value in rarity. Even if the document is 100 pages, one logo is enough.

If you are creating something for internal use, the same rule applies. In most internal cases, people don't need to see our logo.

It is also important to remember that placing our logo on something doesn't mean that it is official or approved. If you ever have branding questions on anything that will be released externally, don't hesitate to post on the Brand Central Chatter group.



When can I use the cloud only as a design element?

Our cloud, even without the logotype, is still a representation of our brand, so less is always more. Avoid step-and-repeats with the cloud, as well as the logo.

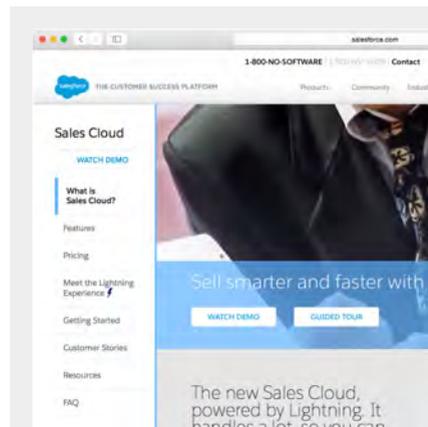
Also, make sure to keep the cloud intact, just as you would with the corporate logo. That means no new text or design elements in or around the cloud, no changing the color, and no using an outline of the cloud.



Can I use more than one logo on the same document?

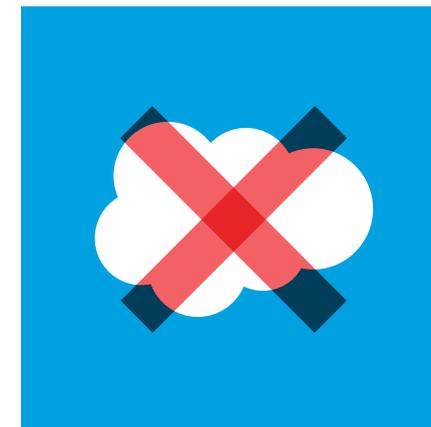
Depending on the document, it is best to use one logo. Putting a Salesforce logo and a product logo on the same banner or email campaign becomes redundant.

When in doubt, choose the master brand. A great example of how to represent other facets of the business within the greater Salesforce brand hierarchy is the product overview on salesforce.com. You will see that the only logo is the master brand in the global nav, and all other product references live in the headers and body copy.



Do we have a reversed version of the cloud?

Unfortunately there is no reversed version of the cloud. There is a strong mandate to ensure that the association with Salesforce is tied back into that beautiful, blue cloud.



Can I make my own logo?

While Salesforce used to be a brand of many logos and marks, we have created a bright new world for the Salesforce brand that is elevated. Our new logo shows the world the maturation and professionalism of the company, while still paying tribute to the legacy brand.

To keep this mark special, this also means that nothing can be added to the cloud, and we shouldn't put any text or design elements too close to it, to avoid making it look like a net-new logo. Check out the rules on clear space in the first few pages of the Logo section of these guidelines.

If you think you need a logo, please review the logo definitions and see where your request fits. A formal request can be submitted through the Marketing Request form. The request will be reviewed by the brand team, and you will have your answer within a week.

Can I use the logotype only?

Same story as the reversed version of the cloud – our logotype should always stay in the cloud. If for some reason you cannot use the corporate logo, you can always use text-only for "Salesforce," using our Salesforce Sans corporate typeface.



Salesforce

Identity frequently asked questions

If I don't touch the logo, can I ever put text or images around it?

Space is a good thing. Keeping clear space around the logo keeps it from being confused with other elements going on around it, like text and imagery.



Can I share our logo externally?

There are very specific legal rules in place that govern and protect our brand externally. If you have a customer, partner, or vendor requesting to use one of our logos, you can fill out this [form](#) for brand and legal review. To make the request process faster, have an idea of how the customer wants to use the logo, the timeline of logo use, mockups of how the assets will look, and where the logo will live.

Remember to only share logos once you have permission.

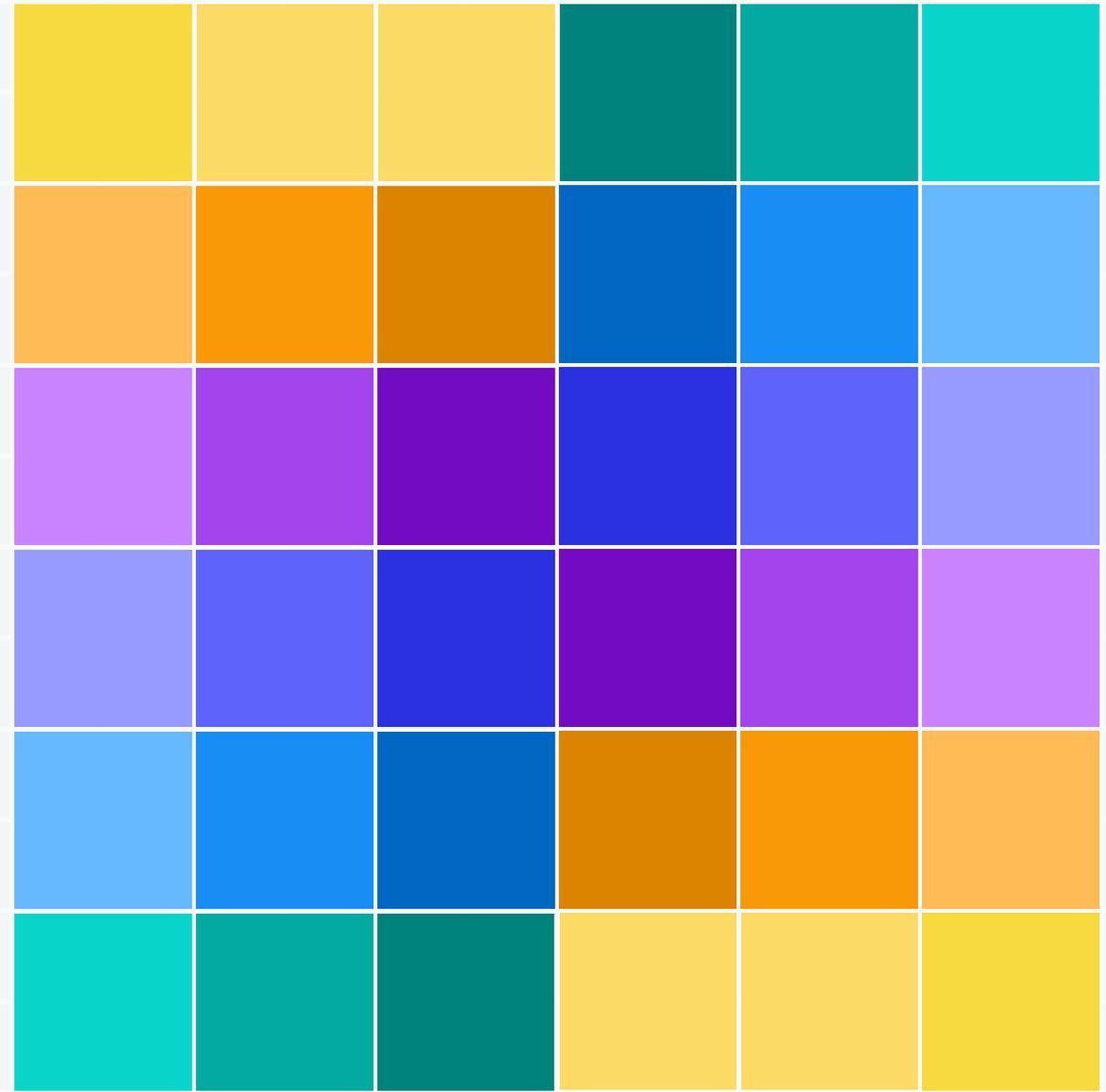
What if I see an old logo?

If you see it, say something. Each and every one of you is a Salesforce brand ambassador. Post on the Brand Central Chatter group if you see an old logo in use, and tell us where you found it so we can chase it.

If you are feeling up for it, chase it yourself and work to get it changed. We could use all the help we can get. The more hands on deck, the more beautiful and consistent our brand will be globally.



3.2_Color



Primary color palette

Corporate color

The Salesforce corporate color is blue. It's an update from the legacy blue that's a large part of the Salesforce heritage.

Salesforce Blue



Salesforce Gray



Primary color formulas



R0 G161 B224

C85 M19 Y0 K0

Pantone 299

Web 00a1e0



R124 G134 B141

C33 M18 Y13 K40

Pantone 430

Web 7c868d

Usage

Salesforce Blue should be used only in the corporate signature, the Salesforce1 logotype, and in each brand extension logotypes designated by the six main cloud products: sales, service, marketing, analytics, app, and community.

Salesforce Gray is used within the cloud product brand extension logotype, and in text or body copy where appropriate.



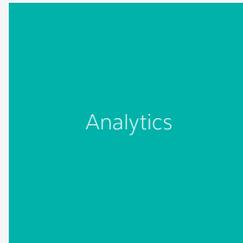
Product color palette

Cloud brand extension color

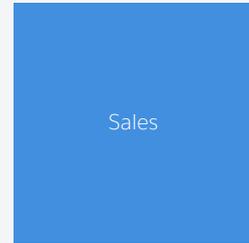
Each of the six cloud products—sales, service, marketing, analytics, app, and community—claims its own color.

Within the color value table here, where primary shades are considered the main hue for each of the respective cloud products, a lighter secondary shade is available for flexibility.

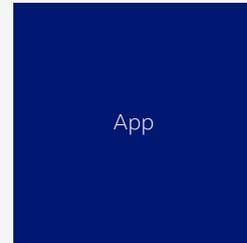
Solid formulas



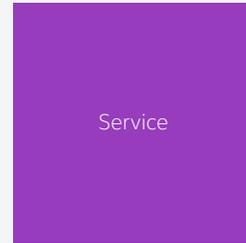
R0 G178 B169
C77 M0 Y39 K0
Pantone 326
Web 00b2a9



R65 G143 B222
C70 M26 Y0 K0
Pantone 279
Web 418fde



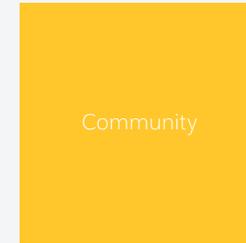
R0 G24 B113
C100 M100 Y5 K25
Pantone 2748
Web 001871



R150 G60 B189
C50 M75 Y0 K0
Pantone 7442
Web 963cbd



R237 G139 B0
C0 M50 Y100 K0
Pantone 144
Web ed8b00



R255 G199 B44
C0 M24 Y90 K0
Pantone 7408
Web ffb60f

Usage

Salesforce cloud brand extension colors should be used simply, judiciously, and as an accent or in key to quickly identify cloud products.

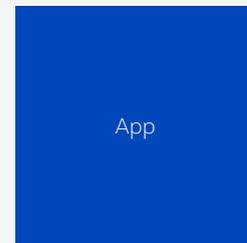
Tint formulas



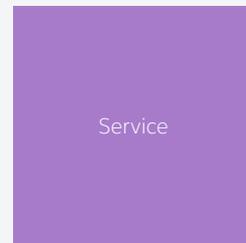
R100 G204 B201
C56 M0 Y26 K0
Pantone 325
Web 64ccc9



R146 G193 B233
C40 M8 Y0 K0
Pantone 283
Web 92c1e9



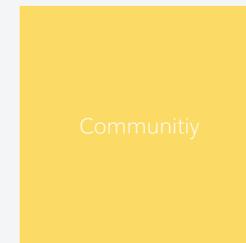
R0 G71 B187
C100 M65 Y0 K0
Pantone 2728
Web 0047bb



R167 G123 B202
C35 M52 Y0 K0
Pantone 2577
Web a77bca



R241 G180 B52
C0 M29 Y95 K0
Pantone 143
Web f0b334



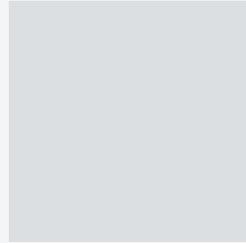
R251 G219 B101
C0 M5 Y80 K0
Pantone 7404
Web ffc44f

Secondary color palette

Background color

Salesforce secondary colors should be used as backgrounds. The five hues available run from light to dark.

Secondary color formulas

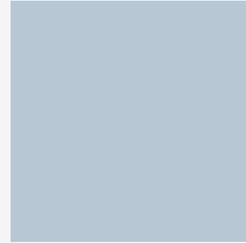


R242 G242 B242

C4 M3 Y3 K0

Pantone 7541

Web f2f2f2

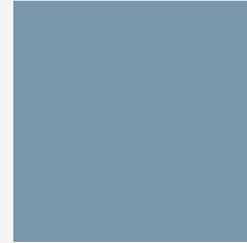


R208 G217 B222

C17 M9 Y9 K0

Pantone 5445

Web d0d9de

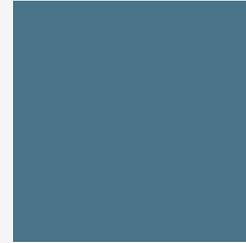


R124 G152 B174

C55 M33 Y23 K0

Pantone 5425

Web 7c98ad



R78 G116 B139

C74 M47 Y33 K7

Pantone 5405

Web 4e738b



R0 G60 B77

C97 M67 Y50 K41

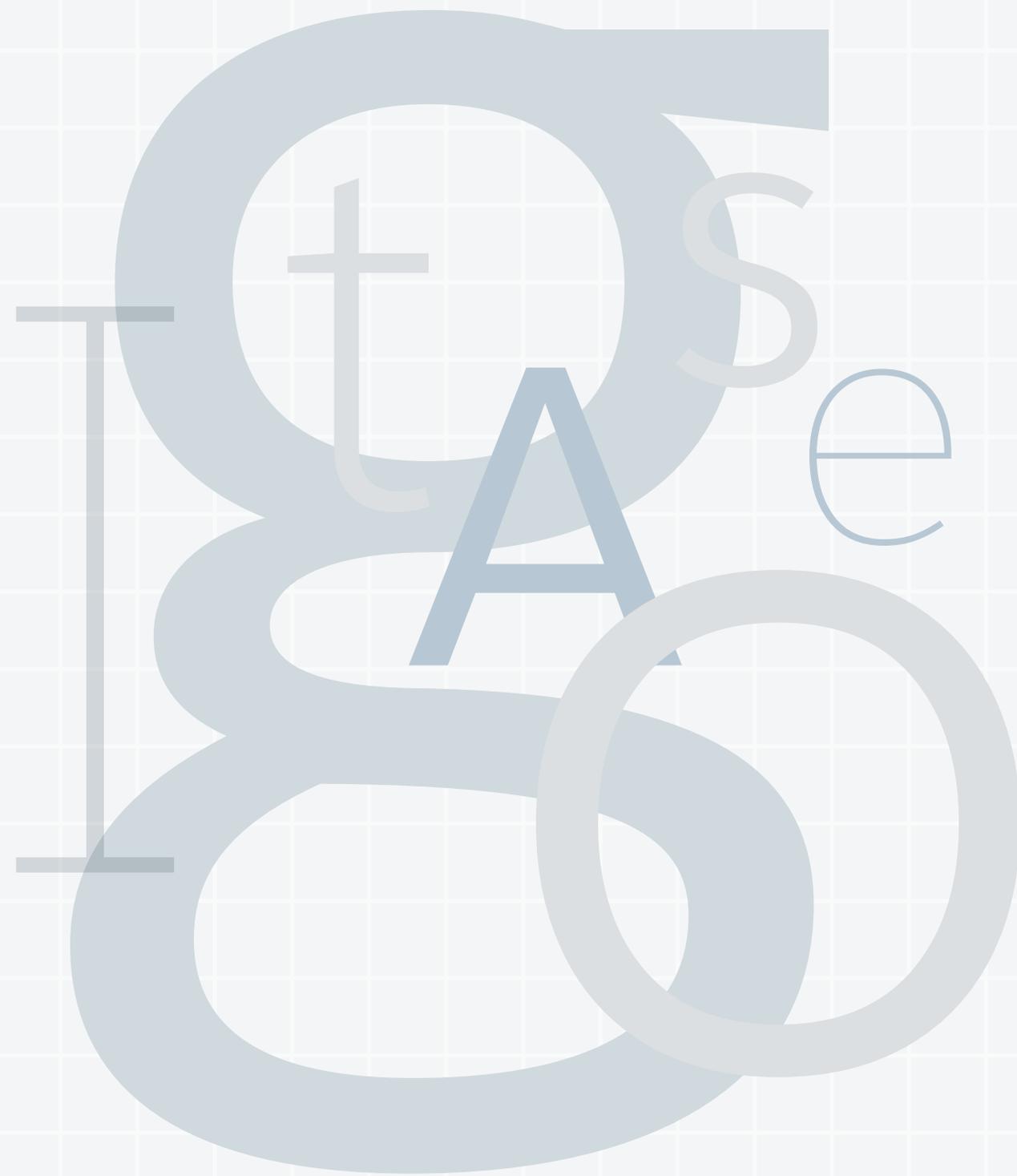
Pantone 548

Web 003c4d

Usage

Salesforce secondary palette colors should be used within large areas where a background is called for.

3.3_Typography



Primary typeface

Salesforce Sans

Salesforce Sans is Salesforce's primary typeface and plays a large part in the company's personality. It is used in larger sizes in advertising, titles, headers, subheads, and other big-picture statements. Depending on the importance and placement of the content, Salesforce Sans can be used in all caps or sentence case.

Thin ABCDEFGHIJKLMNOPQRSTUVWXYZ
abcdefghijklmnopqrstuvwxyz
1234567890

Light ABCDEFGHIJKLMNOPQRSTUVWXYZ
abcdefghijklmnopqrstuvwxyz
1234567890

Regular ABCDEFGHIJKLMNOPQRSTUVWXYZ
abcdefghijklmnopqrstuvwxyz
1234567890

Bold ABCDEFGHIJKLMNOPQRSTUVWXYZ
abcdefghijklmnopqrstuvwxyz
1234567890

Usage

Salesforce Sans is provided in four weights designed to cover most text instances. The lighter weights, Salesforce Sans Thin and Light, are the primary preferred use for headlines, hero statements, and body copy, while the heavier weights, Salesforce Sans Regular and Bold, are used in subheads and calls to action.

Salesforce Sans Thin

- Headlines
- Hero statements

Salesforce Sans Light

- Large body copy
- Headlines
- Hero statements

Salesforce Sans Regular

- Subheads
- Small body copy
- Headlines

Salesforce Sans Bold

- Calls to action
- Subheads
- Headlines

Primary typeface

Primary usage: Salesforce Sans Thin

Salesforce Sans Thin looks optimal when used in large headlines and hero statements with ample amounts of space. The typeface weight is elegant and simplistic, and lets the syntax breathe.

Shown here is a gallery of headline and hero statements that illustrate the flexibility of Salesforce Sans Thin.

IT'S ABOUT YOUR CUSTOMERS.
DOES YOUR BUSINESS KNOW THAT?

MEET SALESFORCE ANALYTICS CLOUD.
Now bring the power of the cloud to any data.

Maintain comfortable tracking

Always maintain a comfortable but not loose space between your letters and words. Please use no more than -20 units tracking (-10 is preferred) when using Salesforce Sans Thin within most large headline and hero statement executions.

Lightning-fast apps and insights at your fingertips.

RUN YOUR BUSINESS
FROM YOUR PHONE.

Customers have changed for good. It's time for your business to change with them.

We help make your customers love you.

We know small business.
Not long ago, we were one.

SUCCESS COMES
IN ALL SIZES.

Primary typeface

Primary usage: Salesforce Sans Light

Salesforce Sans Light looks ideal when used in headlines and when added emphasis is needed. Its light weight is also quite versatile in body copy.

Shown here is a collection of headline and several body copy compositions demonstrating the versatility of the middle-weight typeface. Salesforce Sans Light can be used in a variety of sizes for body copy, and reproduces well in small sizes such as smaller footer copy blocks.

Salesforce Sans Light Italic is suitable for the occasional emphasis in copy, and for book titles.

CONTACT MANAGEMENT

Have a complete view of your customers, including activity history, key contacts, customer communications, and internal account discussions. Gain insights from popular social media sites such as Facebook, Twitter, LinkedIn, and YouTube – right within Salesforce.

Grow sales faster.

With Sales Cloud, you can grow your accounts faster, find new customers faster, and close deals faster – from anywhere.

Salesforce users see an average of

40%

increase in sales productivity

QUESTIONS? OUR REPS HAVE ANSWERS. 1-800-667-6389

Transform your business with Salesforce Industries.

“Salesforce is helping us become a customer-centric company.”

Jeroen Tas
CEO, Informatics Solutions and Services
Philips Healthcare

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SALESFORCE
WITH TRAILHEAD

ENTERPRISE BUSINESS
1,000+ EMPLOYEES

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February 3, 2015
Salesforce Mobile SDK 3.1: Unified app architecture brings unparalleled flexibility

January 29, 2015
Empower your Salesforce1 solution with Deep Link

Featured content [LEARN MORE >](#)

Implementing SMS-based two-factor authentication

Building mobile apps with Appcelerator Titanium and Salesforce REST API

Build custom charts and graphs to display Salesforce data using JavaScript, HTML ...

Assort upper- and lowercase

Consider the combination of uppercase for subheads and augment the size from the body copy for transitions of hierarchy within layouts.

Punctuation

Use ending punctuation in body copy. Use periods in headers and subheads that are complete sentences, and no punctuation for fragments – and ensure they are all consistent within a page.

On customer quotes, hang the quote marks off the left side of the paragraph alignment.

Primary typeface

Primary usage: Salesforce Sans Regular

Salesforce Sans Regular looks best when used in subheads and for short body copy. The regular weight creates a sophisticated visual convention when in combination with Salesforce Sans Light.

Shown here are attention-getting subheads and body copy executions where in small sizes, Salesforce Sans Regular holds up brilliantly.

You can also use it for headlines as well, and create added emphasis within tables and charts.

Its added weight is perfectly suited for legal copy also.

Find the perfect app for your business.

Extend your success in the cloud with the AppExchange, a marketplace of business applications and consulting partners and developers.

As the #1 enterprise cloud computing vendor, Salesforce offers the only customer platform that connects everything across your customer's business – apps, devices, and customer data – securely, and at scale.

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Salesforce users see an average of **40%** increase in sales productivity

“Leveraging Salesforce1 has improved sales channel visibility of pipeline by product line and geography.”

Don Lamping
Associate Director, Sales Operations
Zimmer

Salesforce healthcare. Solutions for a new era of connected, confident, personalized medicine.

Primary usage: Salesforce Sans Bold

Salesforce Sans Bold is used primarily in call-to-action devices, large hero statements, and short body copy.

SUCCESS COMES IN ALL SIZES

Get started with a free trial of Salesforce.

LEARN MORE

Establish and grow donor relationships and keep in touch with your alumni.

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1-800-667-6389

SEE ALL CUSTOMER STORIES

The Premier Success Plan

Adoption best practices, business coaching, and around-the-clock customer support with rapid response times. Plus, over 100 interactive, roles-based online training courses.

#DF15

LEARN MORE >



Salesforce

Venue Trademark Usage Guidelines

Salesforce's trademarks include without limitation: **trademarks, trade names, services marks, service names, brand names, domain names, designs, logos, and any other matter protected under trademark law.** Salesforce's trademarks also include without limitation the specific name, design, and logo for any Salesforce venues or facilities, which may include composite marks incorporating other Salesforce trademarks (hereinafter, "Venue Marks"). Salesforce's trademarks are among our most valuable assets. These Venue Trademark Usage Guidelines are intended to help our venue owners and lessors, venue operators, venue partners, and/or any other third parties understand when and how they may use our Venue Marks properly on buildings, signs, and other physical venue locations ("Venue Uses"), and in promotional, commercial, educational, or reference materials ("Other Uses"), and when they may not. These Guidelines are intended to apply to Venue Marks. For any other Salesforce trademarks other than the Venue Marks (or for any Salesforce trademarks that may be incorporated in the Venue Marks), please refer to our general Trademark and Copyright Usage Guidelines located online at the following link (the "General Guidelines"):

https://www.salesforce.com/assets/pdf/misc/salesforce_Trademark_Usage_Guidelines.pdf.

Unless we grant written permission in a contract or other signed document, or describe below a permitted use, you may not use any of the Venue Marks. But, even after we grant such permission, we retain the right to modify or revoke such permission in our sole discretion unless otherwise prohibited in a separate agreement. If you have questions about these Guidelines as they pertain to trademarks, please contact us at trademarks@salesforce.com.

Unless otherwise provided in a separate agreement signed by Salesforce, these Guidelines and the General Guidelines will apply to any uses of our Venue Marks by our venue owners and lessors, venue operators, venue partners, and/or any other third parties.

The specific Venue Marks that you are permitted to use may be attached as an appendix to these Guidelines, in which case you are only permitted to use those specified Venue Marks at the specific facility or venue as directed by Salesforce.

We have included a summary of high level points below for your reference; however, **you are responsible for carefully reviewing these Guidelines in their entirety** before using any Venue Marks.

Summary of our Usage Guidelines:

- You must always use the Venue Marks in accordance with these Guidelines as well as the General Guidelines and any other applicable guidelines Salesforce has provided or made available to you that apply to our venues and facilities.
- Salesforce can modify or revoke at any time, in its sole discretion, any permission we grant you to use our Venue Marks unless specifically prohibited in a separate agreement.
- All rights we grant you to use our Venue Marks require that you specify that the Venue Marks belong to Salesforce.
- You agree not to challenge Salesforce's ownership of the Venue Marks.
- We make no warranties of any kind with any permissions we grant of the Venue Marks.
- You may not transfer the rights granted in these Guidelines to anyone else.

Permitted Use of Venue Marks

- You may not use the Venue Marks in any manner that states or implies that your facilities (other than the venue or facility to which the Venue Marks pertain) or any of your products or services are offered, sponsored or endorsed by Salesforce.
- Do not shorten or abbreviate any of the Venue Marks or use any of the Venue Marks in plural, possessive or modified form.
- Where your reference to any of the Venue Marks in respect of Other Uses is primarily intended for a U.S. audience or will be distributed through a U.S. website, publication, or trade show, include the ® or ™ symbol associated with the mark(s) at issue, as appropriate. The ® or ™ symbol need only be used on your first or most prominent reference to said mark(s). Do not include any symbol after any of the Venue Marks if your publication is intended for use or distribution outside the U.S.
- You may only use the Venue Marks under license or other written contractual permission. If a specialized Venue Mark has been licensed to you in writing in respect of a specific venue or facility, use of such specialized Venue Mark under these circumstances shall strictly comply with the form and extent of permission granted to you under the applicable license agreement, and must remain in compliance with these Guidelines, the General Guidelines and all applicable then-current Salesforce trademark, copyright and/or logo usage guidelines.
- When referencing any of the Venue Marks in written text, you must distinguish said mark(s) from the surrounding text by capitalizing the first letter in each word of such Venue Marks.

Prohibited Use of Venue Marks

- You may not use or reproduce the Venue Marks other than as provided in a separate agreement signed by Salesforce and only in reference to the specific Salesforce venue or facility to which the Venue Marks pertain.
- Unless otherwise provided in a separate agreement signed by Salesforce, (i) you may not incorporate any of the Venue Marks or any other recognizable portion of any of the Venue Marks in your entity's name, app name, publication title, conference title, website name, domain name, social media handle or any other source identifying materials without Salesforce's express prior written

permission and (ii) Salesforce reserves the right to modify or withdraw any such permission at any time.

- Unless otherwise provided in a separate agreement signed by Salesforce, you may not use, own, or register any trademark, trade name, services mark, service name, brand name, domain name, design, logo, and any other matter protected under trademark law that is likely to be confused with any of the Venue Marks or any of Salesforce's trademarks in any of your entity's names or marks, including but not limited to, app names, publication titles, conference titles, website names, domain names, social media handles or any other source identifying material, or otherwise give the impression of affiliation with or endorsement by Salesforce (e.g., a name that may be viewed as being a part or extension of a Salesforce trademark "family"). You may not use abbreviations or foreign language translations of any of the Venue Marks.
- Unless otherwise provided in a separate agreement signed by Salesforce, You may not purchase any of the Venue Marks as an ad word or advertising key word from any search engine, social media forum, or other online venue without express written permission from Salesforce, which permission may be withdrawn if you violate these Guidelines or any supplementary guidelines which may apply to you.
- Unless otherwise provided in a separate agreement signed by Salesforce, You may not display or otherwise use or incorporate any of the Venue Marks or any other trademark or copyrighted work of Salesforce on your website, social media forums, marketing collateral, any publicly facing presentation materials, other promotional materials, or otherwise in connection with your facilities, products or services without a license.
- You may not modify or alter any of the Venue Marks in any manner. You may not incorporate any of the Venue Marks in your own entity logo or product logo, except under license.
- You may not use typestyles or fonts for your entity name or product name that look like those of the Venue Marks or any other of Salesforce's trademarks, logos or stylizations, if the use creates the potential impression of an association between Salesforce and your company. You may not use logos, designs or stylizations that incorporate design elements of, or look similar to, logos, designs or stylizations of Salesforce.
- You may not use the Venue Marks in a disparaging way or in any way which dilutes, tarnishes or otherwise conflicts with Salesforce's ability to use and/or enforce its trademarks or copyrighted works, even if such use is under license.

Additional Venue Mark Requirements

- Unless otherwise provided in the venue-specific specifications attached to these Guidelines as an appendix or in a separate agreement signed by Salesforce:
 - You will not erect or permit any other party to erect any other signage on the exterior or interior of the specific Salesforce venue or facility to which the Venue Marks pertain;
 - any Venue Uses of the Venue Marks will be visible to the public on-site and, to the extent that you can direct, in media depictions of the specific Salesforce venue or facility to which the Venue Marks pertain, except in the case of reasonable maintenance or repair, or upon the occurrence of force majeure events beyond your control, which temporarily obstruct

- visibility of such Venue Marks in which case you will restore visibility as soon as possible;
- You will not, and will not permit any third party to, cover or otherwise obscure or deface any Venue Marks in any Venue Uses and to keep the Venue Marks prominent to any other materials (and especially relative to any other party's signage, advertising, billboards, etc.) and will use commercially reasonable efforts to prevent any third party from doing so, except in the case of reasonable maintenance or repair, or upon the occurrence of force majeure events beyond your control, which temporarily obstruct visibility of such Venue Marks in which case you will restore visibility as soon as possible; and
 - You will not, and will not permit any third party to, use the Venue Marks in combination with, or in such close proximity to, your or its own trademarks, trade names, services marks, service names, brand names, domain names, designs, logos, and any other matter protected under trademark law its own trademarks and/or service marks, or trademarks and/or service marks of a third party, so as to create a composite mark or create a likelihood of consumer confusion regarding the Venue or the goods or services offered under the Marks.

Appropriate Attribution Language

- Where you have been granted Salesforce's written authorization to use a specific Venue Mark in written form, you must always include the appropriate trademark attribution language provided for in your written authorization, or by placing the following statement at the bottom of the first page on which you use the trademark:
 - *"[insert Salesforce trademark] is a trademark of Salesforce.com, inc., and is used here with permission."*

General Guidelines

These Guidelines are not intended to be an exhaustive list of Salesforce's rights in the Venue Marks. Salesforce reserves all rights in its intellectual property, including rights not expressly described in these Guidelines. Any goodwill derived from your use of any of the Venue Marks under license or pursuant to the Guidelines inures solely to Salesforce's benefit.

If you have a business relationship with Salesforce, you may have received additional guidelines outlining prohibited and permitted uses of the Venue Marks, including written requirements for the size, typeface, colors, and other graphical characteristics for each [in addition to the venue-specific specifications attached to these Guidelines as an appendix]. Any such additional guidelines merely supplement and do not replace these Guidelines.

Salesforce requires you to abide by these Guidelines as well as all applicable supplementary guidelines and retains the right at all times, in its sole and absolute discretion, to modify or revoke any permissions provided in these Guidelines or in relation to these Guidelines. The permissions provided in these Guidelines are provided free of charge. Salesforce shall not be liable to you for any damages arising out of use of the Venue Marks pursuant to these Guidelines—whether direct, indirect, incidental, special, consequential, punitive, exemplary or otherwise. In the event of any direct inconsistency or conflict between these Guidelines and the General Guidelines, these Guidelines will govern.

**Appendix I to
Venue Trademark Usage Guidelines
Venue Mark Rules**

Schedule 3.3.1

[Redacted]

**RECORDING REQUESTED BY AND
UPON RECORDING RETURN TO:**

Transbay Joint Powers Authority
201 Mission Street, Suite 2100
San Francisco, CA 94105
Attention: Executive Director

(Space Above For Recorder's Use)

MEMORANDUM OF AGREEMENT REGARDING MISSION SQUARE

This MEMORANDUM OF AGREEMENT REGARDING MISSION SQUARE (this "**Memorandum**") is executed on this ___ day of July, 2017 (the "**Effective Date**") by and between the Transbay Joint Powers Authority, a joint powers authority created under California Government Code Sections 6500 et seq. ("**TJPA**") and Transbay Tower LLC, a Delaware limited liability company ("**Developer**").

RECITALS

A. TJPA is the owner of that certain real property located at 425 Mission Street, San Francisco, California (Assessor's Block 3720, Lot 10 and 11; Block 3721, Lots 006, 124 (formerly Lots 045A, 046, 053, and 054); and Block 3719, Lot 003), on which TJPA has constructed or is constructing a new Transit Center building (the "**Transit Center Property**").

B. Developer is the owner of that certain real property adjacent to the Transit Center Property and located at 415 Mission Street, San Francisco, California (Assessor's Block 3720, Lot 009) (the "**Tower Property**"), on which Developer has constructed or is constructing a building commonly referred to as "Salesforce Tower", among other improvements (the "**Tower Project**"). Developer purchased the Tower Property from TJPA pursuant to that certain Agreement for Purchase and Sale for Real Estate dated as of October 19, 2012 (the "**Purchase Agreement**").

C. Developer and TJPA have entered into that certain Mission Square and Pedestrian Bridge Easement Agreement dated March 22, 2013, and recorded in the Official Records of the City and County of San Francisco as Document No. 2013-J626919, whereby, among other things, Developer granted TJPA certain easements over an approximately twenty-seven thousand (27,000) square foot rectangular plaza on the east side of the Tower Property, commonly referred to as "Mission Square" ("**Mission Square**"), subject to the terms and conditions set forth therein (the "**Easement Agreement**").

D. Developer and TJPA have entered into that certain Security Agreement for Mission Square, Elevators, and Pedestrian Bridge dated November 19, 2012 (the "**Security Agreement**") pertaining to security for, among other things, the Transit Center, the Tower Project, and Mission Square, and subject to the terms and conditions set forth therein.

E. TJPA and Developer desire to amend and modify certain terms of the Easement Agreement.

AGREEMENT

NOW THEREFORE, in accordance with the above recitals, TJPA and Developer hereby agree as follows:

1. Mission Square Improvements.

1.1 Mission Square Design. Developer proposes the redesign of Mission Square based on the conceptual plans shown on Schedule 1.1 attached hereto and made a part hereof (the “**Revised Site Plan**”). TJPA hereby approves the redesign concept depicted in the Revised Site Plan. TJPA acknowledges that the Revised Site Plan would represent a modification of the design under the Approved Plans and Construction Drawings previously approved by TJPA pursuant to the Easement Agreement. If Developer elects to modify Mission Square pursuant to the Revised Site Plan and satisfies the terms and conditions described in this Memorandum, the Revised Site Plan will replace the Site Plan attached to the Easement Agreement at Exhibit D. If Developer does not elect to modify Mission Square pursuant to the Revised Site Plan or otherwise does not satisfy the terms and conditions described in this Memorandum, Developer shall complete the Mission Square Improvements in accordance with the Approved Plans and Construction Drawings previously approved by TJPA pursuant to the Easement Agreement.

1.2 Mission Square Construction. If Developer elects to modify Mission Square pursuant to the Revised Site Plan, Developer shall have no obligation to modify the Approved Plans but Developer shall submit complete construction drawings consistent with the Revised Site Plan to TJPA for approval (the “**Revised Construction Drawings**”). No later than thirty (30) days after TJPA’s receipt of the complete Revised Construction Drawings, TJPA shall, in writing, either approve or disapprove of the Revised Construction Drawings. Notwithstanding the foregoing, TJPA shall not disapprove any portion of the Revised Construction Drawings which is consistent with the Revised Site Plan, except to the extent the Revised Construction Drawings indicate that the modified design may be inconsistent with the requirements of Exhibit A and Exhibit B of the Security Agreement. If TJPA approves the Revised Construction Drawings pursuant to this Section 1.2, and if Developer satisfies the terms and conditions described in this Memorandum, the Revised Construction Drawings shall replace both the prior Approved Plans and prior approved Construction Drawings, and the “Mission Square Improvements” as defined and described in the Easement Agreement shall mean the improvements constructed and installed or to be constructed and installed by Developer in Mission Square in accordance with the Revised Tower Project Regulatory Approvals (as defined below) and the Revised Construction Drawings.

1.3 Timing for Completion of Mission Square Improvements. Section 2(b) of the Easement Agreement is revised to provide that Developer shall complete the Mission Square Improvements on or before March 31, 2018, provided that such date shall be extended on a day-for-day basis for any failure of TJPA to timely approve any Revised Construction Drawings.

1.4 Mission Square Prior to Completion of Mission Square Improvements. Section 9(a) of the Easement Agreement is revised to provide that Developer shall be responsible for maintaining the Access Strip, including providing the Access Strip Improvements, to the extent an Access Strip is required pursuant to the Easement Agreement. Section 10(b) of the Easement Agreement is revised to provide that during

the Access Strip Term (if any), Developer shall: (i) maintain the Access Strip at Developer's sole expense; (ii) indemnify, defend, and hold TJPA, its Affiliates, and their respective members, officers, agents, and employees harmless from and against any claim arising from the condition or use by any Person (other than TJPA, its Affiliates, and their respective members, officers, agents, and employees) of the Access Strip, but excluding claims or losses arising out of the death of any person or any accident, injury, loss or damage to any Person or property using or within the Access Strip to the extent caused by TJPA's active negligence or willful misconduct; and (iii) provide insurance and commercially reasonable evidence thereof protecting TJPA against claims arising from the Public's use of the Access Strip equivalent to the insurance Developer customarily obtains to cover other property occupied by Developer. Developer's obligations set forth in the preceding sentence shall survive the expiration of the Access Strip Term (A) with respect to any acts, events, or circumstances occurring or existing or alleged to occur or exist during the Access Strip Term, and (B) to the extent of any failure or alleged failure of Developer to perform any of its obligations set forth in the preceding sentence during the Access Strip Term. Reference in section 10(c) to the TJPA's obligations with respect to the Access Strip shall be stricken. Reference in section 10(d)(iv)(a) excluding the Access Strip and the Access Strip Improvements from the scope of Covered Claims shall be stricken. Section 11(b) of the Easement Agreement is revised to provide that Developer shall provide safety and security for the Access Strip during the Access Strip Term, and references to Developer's right to provide additional security for the Access Strip shall be stricken.

1.5 TJPA Easement. For and in consideration of payment to TJPA in the amount of Ten Thousand Dollars (\$10,000), which amount TJPA acknowledges has been paid in full, TJPA and Developer acknowledge and agree that at such time as TJPA approves the Revised Construction Drawings pursuant to this Section 1.2 and Developer obtains all Revised Tower Project Regulatory Approvals, (i) Sections 6 and 9(c) of the Easement Agreement and (ii) all references in the Easement Agreement to the "Large Artwork", the "Large Artwork Easement Area" shall be deleted in their entirety and shall be of no further force or effect; provided that the following provision of Section 6 of the Easement Agreement shall remain in effect: "Developer and the TJPA shall cooperate reasonably with one another with respect to any art in Mission Square." At any time following the effectiveness of the deletions described in the preceding sentence, TJPA shall execute any commercially reasonable written agreement memorializing such deletions within ten (10) business days of written request from Developer.

2. Mission Square Special Events.

2.1 Special Events. As contemplated by Section 9(b)(iv) of the Easement Agreement, Developer and TJPA agree on the following process for securing TJPA's approval of a temporary use or fencing of, or prevention of access to, any limited portion of Mission Square by for a public or private function or event (each, a "**Mission Square Event**"). Developer or one of the tenants of the Tower Project or Permittees shall submit a request for approval in writing to TJPA prior to each Mission Square Event (each a "**Mission Square Event Request**"), which such Mission Square Event Request shall include all information and materials reasonably required by TJPA to evaluate the event under the terms of the Easement Agreement and Security Agreement, including a general description of the proposed Mission Square Event(s), the date(s) and time of the Mission Square Event(s), the location of the Mission Square Event(s), the expected number of attendees, any equipment to be brought into Mission Square by Developer or one of the

tenants of the Tower Project or Permittees, as applicable for the Mission Square Event(s), any proposed security plan for the Mission Square Event(s), and a description of how public access to the Transit Center across Mission Square will be maintained during the Mission Square Event(s). TJPA acknowledges and agrees that a Mission Square Event Request may include a request for concurrent approval of multiple Mission Square Events. Developer or one of the tenants of the Tower Project or Permittees may submit a Mission Square Event Request for an event planned to occur within twelve (12) months after the date of the Mission Square Event Request. No later than ten (10) days after TJPA's receipt of a complete Mission Square Event Request, TJPA shall, in writing, inform Developer or one of the tenants of the Tower Project or Permittees, as applicable if approval of the request requires consideration by the TJPA Board. If TJPA Board approval is required, TJPA shall either approve or reasonably disapprove of such Mission Square Event Request within forty-five (45) days after TJPA's receipt of the Mission Square Event Request. If TJPA Board approval is not required, TJPA shall either approve or reasonably disapprove of such Mission Square Event Request within thirty (30) days after TJPA's receipt of a Mission Square Event Request. Notwithstanding anything to the contrary herein, TJPA conceptually approves of the temporary use of food trucks and media screens associated with Mission Square Events, which such conceptual approval is conditioned upon TJPA approval of a particular Mission Square Event Request consistent with this Section, and TJPA and Developer creating mutually agreed upon rules for the use of food trucks and media screens during Mission Square Events. Notwithstanding any approval of a Mission Square Event, TJPA reserves the right to subsequently impose conditions of approval on a Mission Square Event or disapprove a Mission Square Event to the extent new or changed circumstances reasonably and credibly indicate that the Mission Square Event as previously approved would present an extraordinary safety or security threat.

3. General Provisions.

3.1 Definitions. All capitalized terms used herein and not defined herein shall have the meanings ascribed to such terms in the Easement Agreement.

3.2 Scope of Agreement and Consent. The approval by TJPA of the Revised Site Plan and any future Revised Construction Drawings is subject to Developer obtaining the consent of any other governmental agency with applicable jurisdiction over the modifications to the Mission Square Improvements (the "**Revised Tower Project Regulatory Approvals**"). If Developer receives any Revised Tower Project Regulatory Approvals, such Revised Tower Project Regulatory Approvals shall thereafter become a portion of the "Tower Project Regulatory Approvals" under the Easement Agreement and such portion of the Tower Project Regulatory Approvals which were modified or replaced by the Revised Tower Project Regulatory Approvals shall no longer be deemed a portion of the Tower Project Regulatory Approvals. Except as set forth in this Memorandum and in the Security Agreement, there are no consents, approvals or other agreements required by TJPA of Developer or the tenants of the Tower Project or Developer's Permittees with respect to the modifications to the Mission Square Improvements shown in the Revised Site Plan.

3.3 Authority. Each party hereto certifies and represents that the person signing this Memorandum is fully authorized to execute this Memorandum on behalf of and to legally bind the signatory's respective party.

3.4 Successors and Assigns. This Memorandum shall be binding on and inure to the benefit of the parties' successors and assigns.

3.5 Authority; Integration. This Memorandum is entered into in accordance with section 32 of the Easement Agreement. Except as specifically amended and supplemented by this Memorandum, all other terms, conditions, and provisions of the Easement Agreement are unchanged, shall remain in full force and effect, and shall apply to this Memorandum.

[Remainder of page intentionally blank; signature follows]

IN WITNESS WHEREOF, the Parties have duly executed this Memorandum effective as of the Effective Date.

TRANSBAY JOINT POWERS AUTHORITY,
a joint powers authority

By: _____
Name:
Title:

TRANSBAY TOWER LLC,
a Delaware limited liability company

By: Transbay Tower Holdings LLC,
a Delaware limited liability company,
its Manager

By: BXP TB Development LLC,
a Delaware limited liability company,
its Managing Member

By: Boston Properties Limited Partnership,
a Delaware limited partnership,
its Manager

By: Boston Properties, Inc.,
a Delaware corporation,
its General Partner

By: _____
Name: _____
Title: _____

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of _____)
County of _____)

On _____, before me, _____,
(insert name of notary)

Notary Public, personally appeared _____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose
name(s) is/are subscribed to the within instrument and acknowledged to me that
he/she/they executed the same in his/her/their authorized capacity(ies), and that by
his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of
which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of
_____ that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

(Seal)

SCHEDULE 1.1
REVISED SITE PLAN

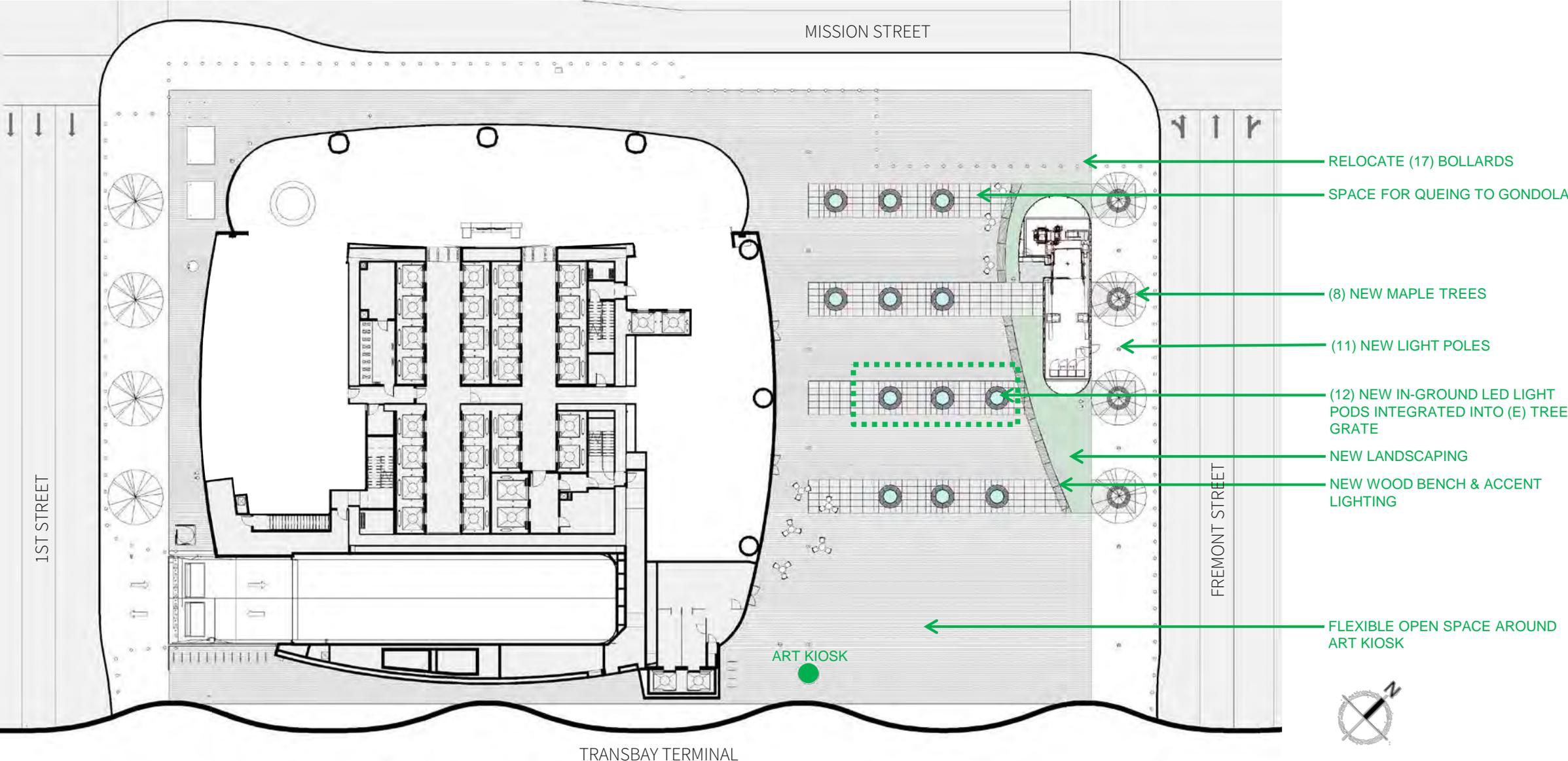
[attached]

MISSION SQUARE

Submission Package for TJPA

July 6, 2017

Proposed Changes to Existing Design



Proposed Design



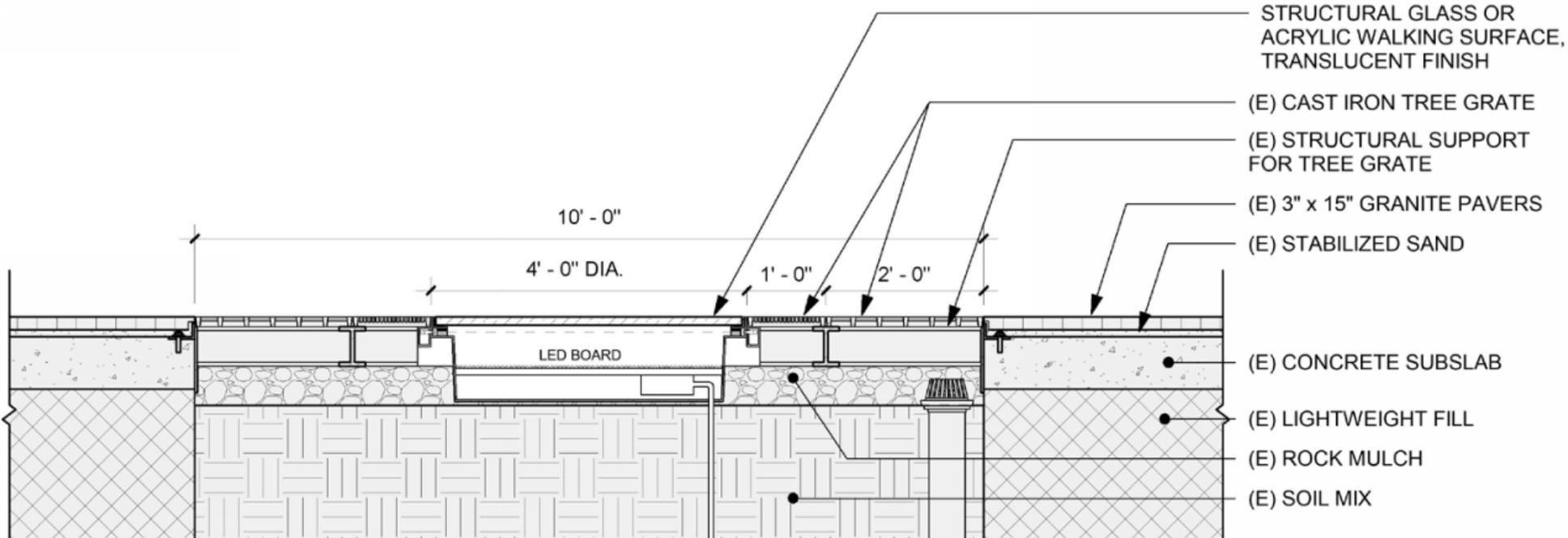
DAYTIME AERIAL PERSPECTIVE FROM MISSION STREET

Proposed Design

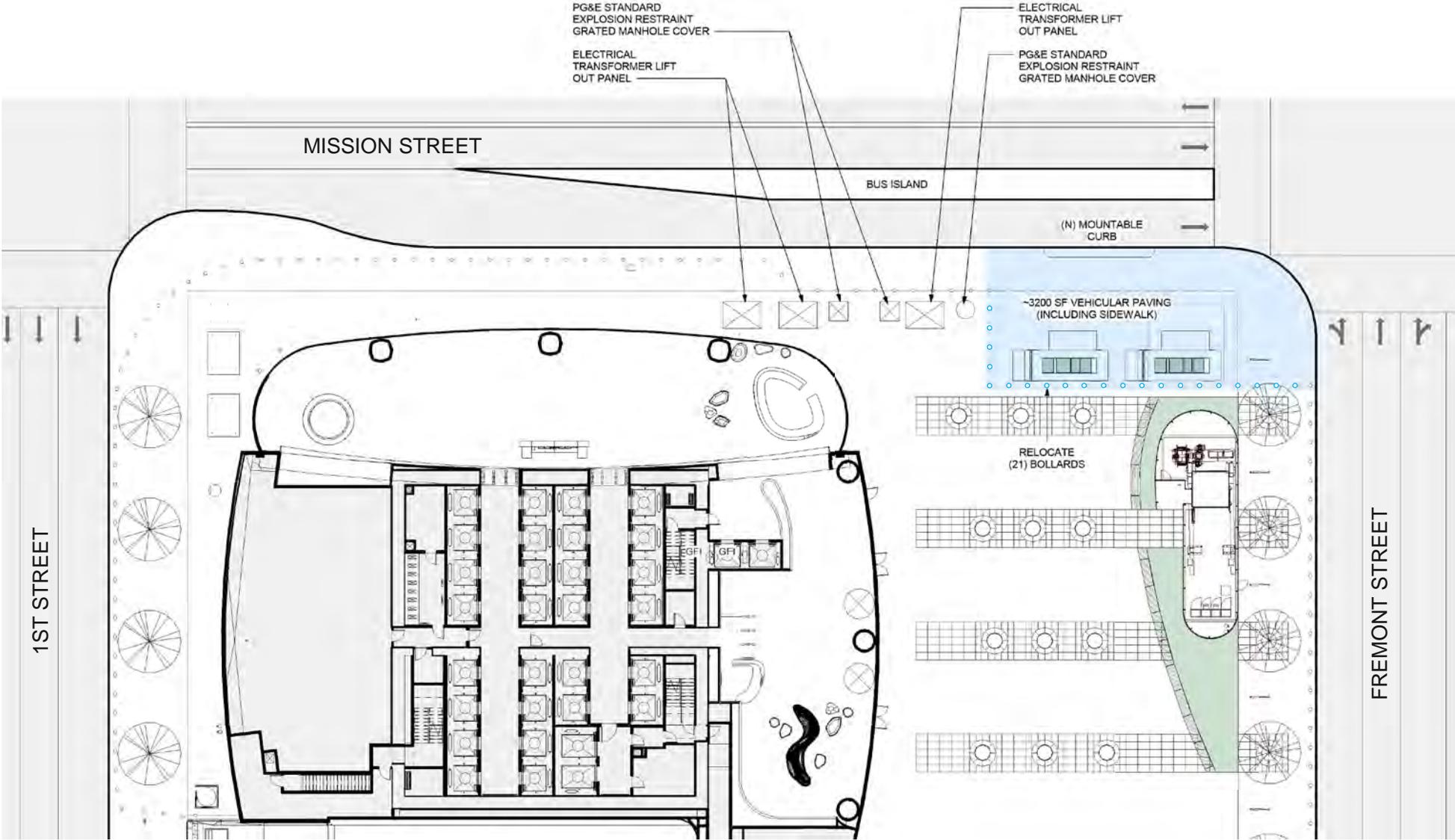


NIGHTTIME AERIAL PERSPECTIVE FROM MISSION STREET

Section Detail at LED Light Pods



Mission Square – Food Truck Access



Proposed Design



DAYTIME PERSPECTIVE FROM MISSION STREET

Proposed Design



NIGHTTIME PERSPECTIVE FROM MISSION STREET

Proposed Design



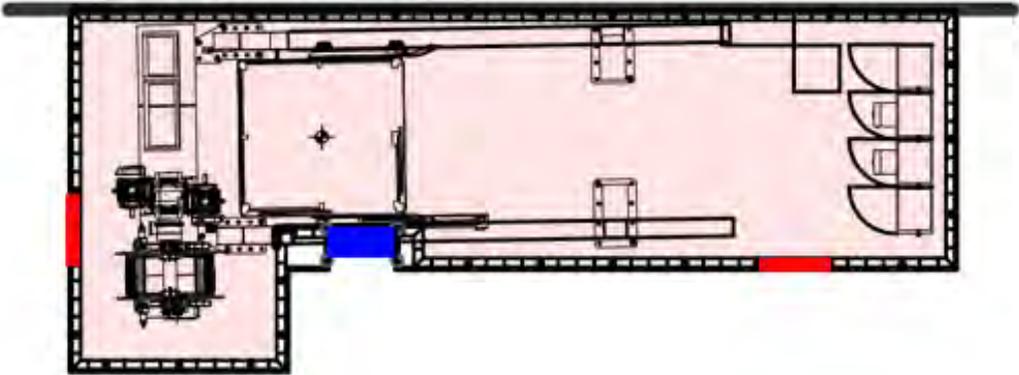
DAYTIME PERSPECTIVE FROM PUBLIC ELEVATORS

Proposed Design

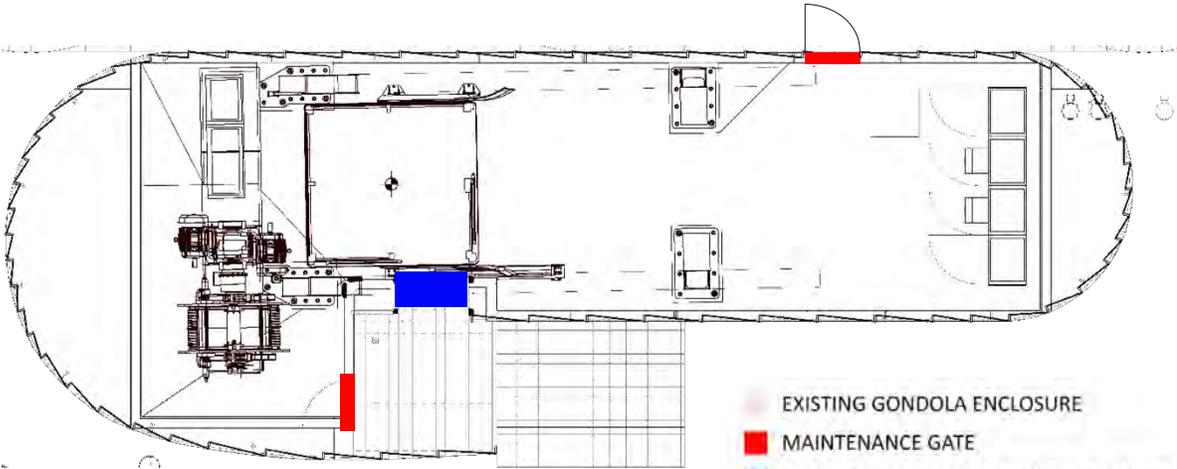
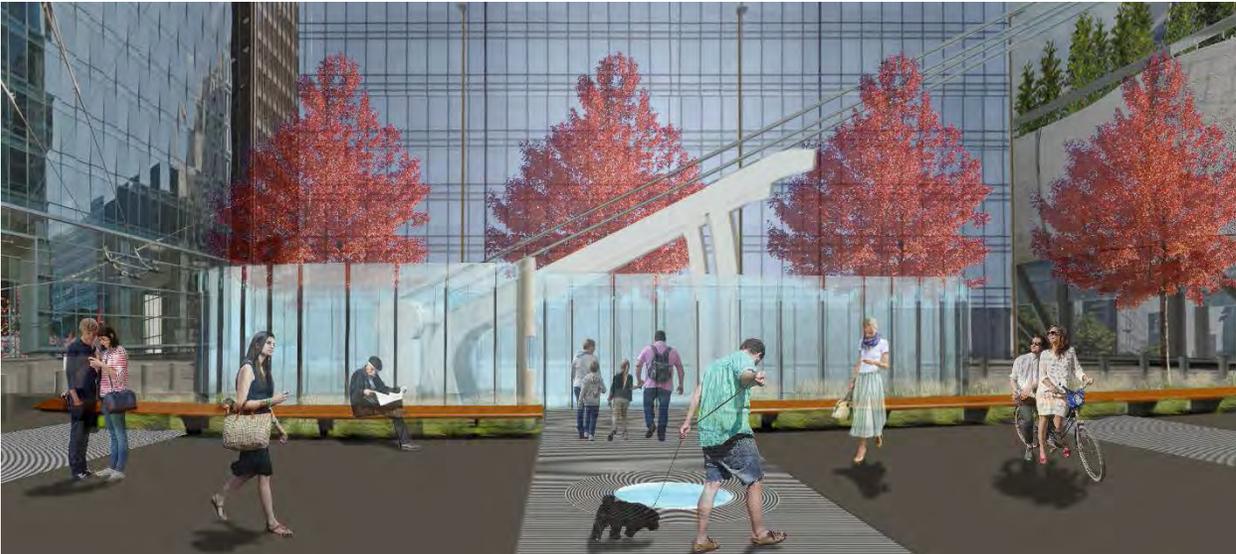


NIGHTTIME PERSPECTIVE FROM PUBLIC ELEVATORS

Gondola Enclosure Modification

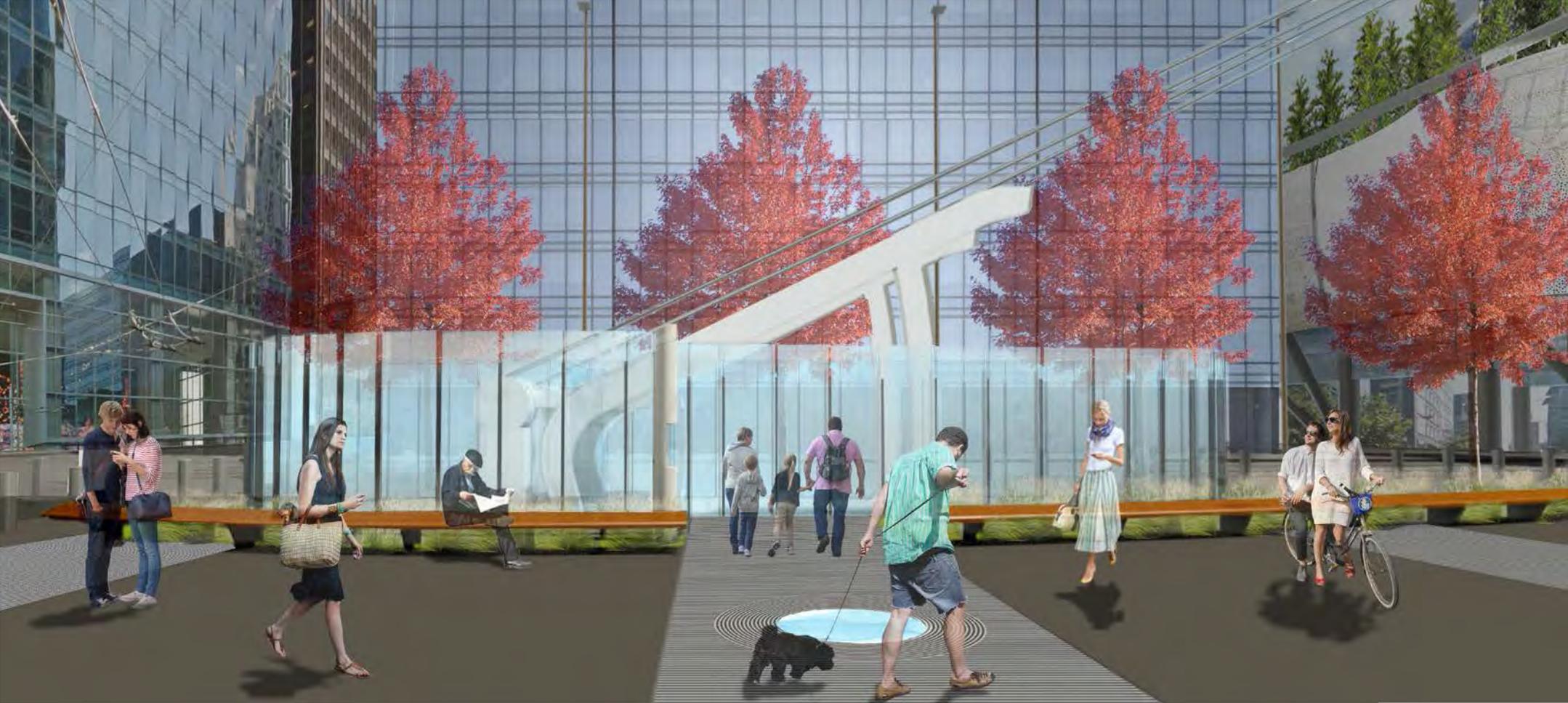


EXISTING

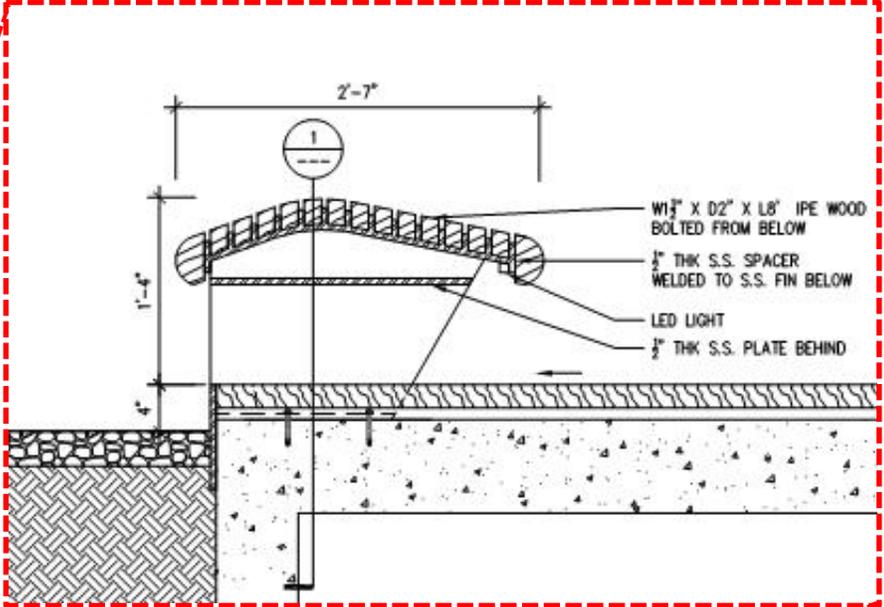
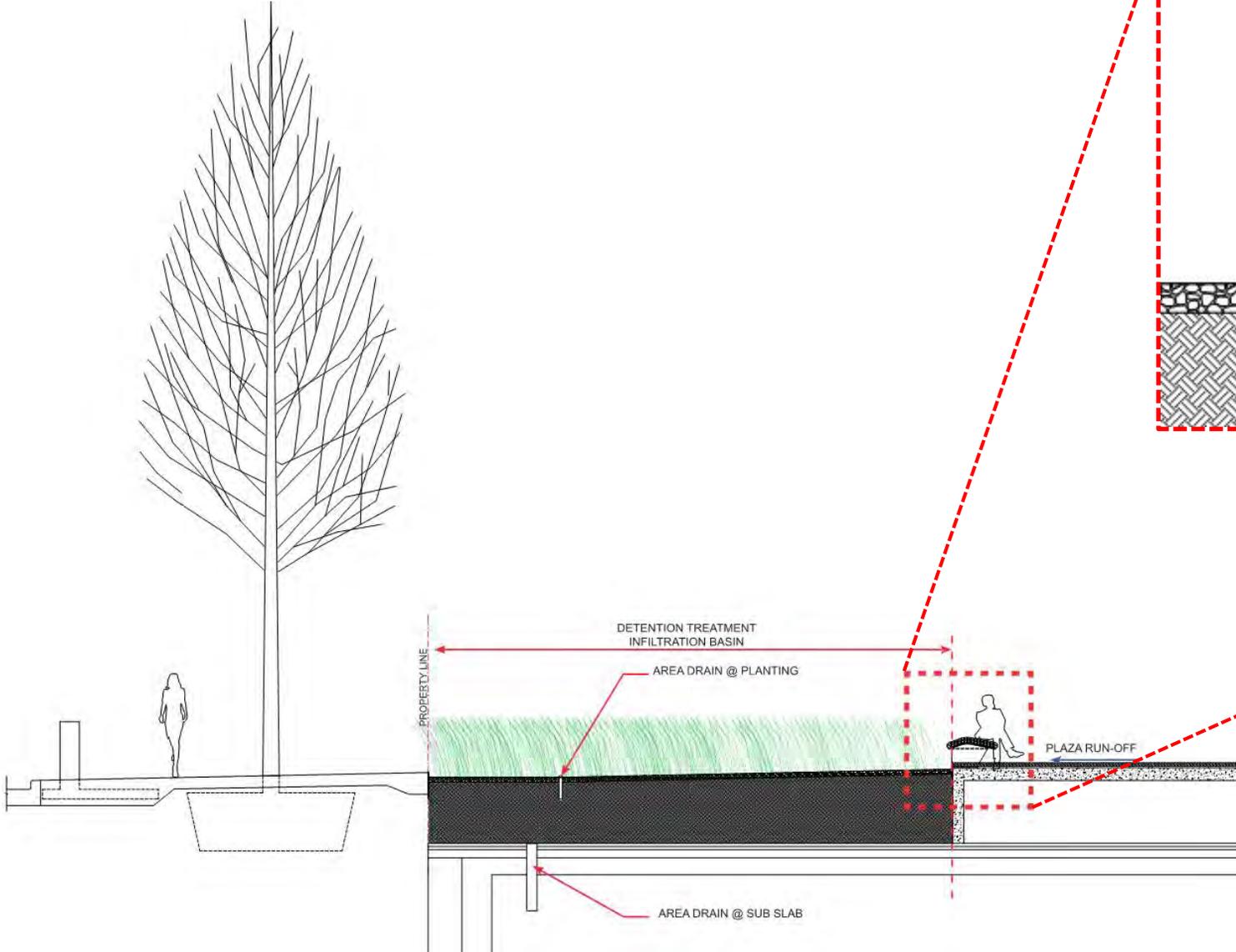


PROPOSED

Proposed Gondola Enclosure



Mission Square – Lighting Precedent



Thank You