Please note, this version of the *SFDC Terms of Use* will govern for current TrackWise Digital customers until their TrackWise Digital subscription(s) renew and then the current version will govern--please see Current - SFDC Terms of Use (August 2026).

SFDC TERMS OF USE

(APPLIES TO OEM PARTNERS)

These SFDC Terms of Use ("**TOU**") govern Customer's use of the Services, and are deemed incorporated by reference into the agreement between Customer and Reseller pursuant to which Reseller is reselling the Services to Customer.

1. DEFINITIONS

"**Affiliate**" means any entity that directly or indirectly controls, is controlled by, or is under common control with the subject entity. "Control," for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.

"**Beta Services**" means SFDC services or functionality that may be made available to Reseller or Customer to try at Reseller or Customer's option at no additional charge which is clearly designated as beta, pilot, limited release, developer preview, non-production, evaluation, or by a similar description.

"**Combined Solution"** means a combination of a Reseller's Non-SFDC-Application and the Services.

"Content" means information obtained by SFDC from publicly available sources or third party content providers and made available to Customer through the Services or pursuant to an Order Form, as more fully described in the Documentation.

"**Customer**" means the entity that has contracted with Reseller to purchase subscriptions to use the Services, subject to the conditions of the TOU. Where Reseller is using the Services for its own purposes, Reseller shall be considered Customer.

"**Customer Data**" means any electronic data or information submitted by or for Customer to the Services, excluding Content and Non-SFDC Applications.

"**Documentation**" means the applicable Service's Trust and Compliance documentation at https://www.salesforce.com/company/legal/trust-and-compliance-documentation/, and its usage guides and policies, as updated from time to time, accessible via help.salesforce.com or login to the applicable Service.

"**Malicious Code**" means code, files, scripts, agents or programs intended to do harm, including, for example, viruses, worms, time bombs and Trojan horses.

"**Marketplace**" means an online directory, catalog or marketplace of applications that interoperate with the Services, including, for example, the AppExchange located at http://www.salesforce.com/appexchange, Mulesoft Anypoint Exchange located at https://www.mulesoft.com/exchange or the Heroku Elements Marketplace located at https://addons.heroku.com/, and any successor websites.

"**Non-SFDC Application**" means Web-based, mobile, or offline software application functionality that interoperates with a Service, that is provided by Reseller, Customer, or a third party and/or is listed on a Marketplace including as Salesforce Labs or under similar designation. Non-SFDC Applications, other than those obtained or provided by Reseller or Customer, will be identifiable as such.

"**Order Form**" means the ordering document specifying the Services to be provided pursuant to the agreement between Customer and Reseller (which incorporates the TOU by reference), including any addenda, supplements, or additional product or quote special terms for the Services as required by SFDC.

"**Reseller**" means the entity that has contracted directly with SFDC to resell Services to its Customers and the entity that has contracted directly with Customer for the sale of a subscription to Services.

"**SFDC**" means the Salesforce company, as set forth in the "SFDC Entity" section below based on the Reseller's domicile.

"**Services**" means the products and services that are ordered by Reseller to resell to Customer under an order form between Reseller and

SFDC or through online purchasing portal and that are made available online by SFDC including associated SFDC offline or mobile components, as described in the Documentation. "Services" exclude Content and Non-SFDC Applications. For the avoidance of doubt, Services do not include any consulting, implementation or other professional services that may be offered by SFDC to Reseller or Customer.

"**User**" means an individual who is authorized by Customer to use a Service for the benefit of Customer, for whom Customer has purchased a subscription, and to whom Customer (or, when applicable, SFDC at Reseller's request), has supplied a user identification and password (for Services utilizing authentication). Users may include, for example, Customer's employees, consultants, contractors and agents, and third parties with which Customer transacts business.

2. USE OF SERVICES AND CONTENT

2.1. Subscriptions. Customer agrees that its purchases are not contingent on the delivery of any future functionality or features, or dependent on any oral or written public comments made by SFDC regarding future functionality or features.

2.2. Usage Limits. Embedded Edition Restriction. Services and Content are subject to usage limits specified in Order Forms or the Documentation. SFDC may share usage data about the Services by Customer and Users with Reseller to manage the provision of Services. In addition, Customer may use the Services solely as part of the Combined Solution in the form provided by Reseller, and unless otherwise indicated in an Order Form, may not create or use custom objects beyond those that appear in the Combined Solution in the form provided by Reseller or utilize Services functionality in excess of the functionality described in the Combined Solution's user guide.

2.3. Customer Responsibilities Customer will (a) be responsible for Users' compliance with the TOU, Order Form terms, and the Documentation, (b) be responsible for the accuracy, quality, and legality of Customer Data, the means by which Customer acquired Customer Data, Customer's use of Customer Data with the Services, and the interoperation of any Non-SFDC Applications with which Customer uses Services or Content, (c) use commercially reasonable efforts to prevent unauthorized access to or use of the Services, and notify SFDC or Reseller promptly of any such unauthorized access or use, and (d) use the Services only in accordance with the TOU, the Documentation, the Acceptable Use and External Facing Services Policy and the Artificial Intelligence Acceptable Use Policy both available at https://www.salesforce.com/ company/legal/agreements, Order Forms and applicable laws and government regulations, and (e) comply with terms of service of any Non-SFDC Applications with which Customer uses Services or Content. Any use of the Services in breach of the foregoing by Customer or Users that in SFDC's judgment threatens the security, integrity or availability of SFDC's services, may result in SFDC's immediate suspension of the Services, however SFDC will use commercially reasonable efforts under the circumstances to provide Customer with notice and an opportunity to remedy such violation or threat prior to any such suspension.

2.4. Usage Restrictions. Customer will not (a) make the Services or Content available to anyone other than Customer or Users, or use Services or Content for the benefit of anyone other than Customer or its Affiliates, unless expressly stated otherwise in an Order Form or the Documentation, (b) sell, resell, license, sublicense, distribute, make available, rent or lease the Services or Content, or include Services or Content in a service bureau or outsourcing offering, (c) use the Services or Non-SFDC Application to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights, (d) use the Services or Non-SFDC Applications to store or transmit Malicious Code, (e) interfere with or disrupt the integrity or performance of the Services or third-party data contained therein, (f) attempt to gain unauthorized access to the Services or Content or their related systems or networks, (g) permit direct or indirect access to or use of Services or Content in a way that circumvents a contractual usage limit, or use the Services to access or use any of SFDC's intellectual property except as permitted under the TOU, an Order Form, or the Documentation, (h) modify, copy, or create derivative works based on a Service or any part, feature, function or user interface thereof, (i) copy Content except as permitted herein or in an Order Form or the Documentation, (j) frame or mirror any part of any Service or Content, other than framing on Customer's own intranets or otherwise for its own internal business purposes or as permitted in the Documentation, and (k) except to the extent permitted by applicable law, disassemble, reverse engineer, or decompile Services or Content, or access it to (1) build a competitive product or service, (2) build a product or service using similar ideas, features, functions or graphics of the Service, (3) copy any ideas, features, functions or graphics of the Service, or (4) determine whether the Services are within the scope of any patent.

2.5. Removal of Content and Non-SFDC Applications. If Customer receives notice that Content or a Non-SFDC Application must be removed, modified and/or disabled to avoid violating applicable law, third-party rights, the Acceptable Use and External Facing Services Policy or the Artificial Intelligence Acceptable Use Policy, Customer will promptly do so. If Customer does not take required action in accordance with the above or if in SFDC's judgment continued violation is likely to reoccur, SFDC may disable the applicable Content, Service and/or Non-SFDC Application until the potential violation is resolved. If requested by SFDC, Customer shall confirm such deletion and discontinuance of use in writing and SFDC shall be authorized to provide a copy of such confirmation to any such third party claimant or governmental authority, as applicable. In addition, if SFDC is required by any third party rights holder to remove Content or receives information that Content provided to Customer may violate applicable law or third-party rights, SFDC may discontinue Customer's access to Content through the Services.

2.6. Beta Services. From time to time, SFDC may make Beta Services available to Customer at no additional charge. Customer may choose to try such Beta Services or not in its sole discretion. Any use of Beta Services is subject to the Beta Services Terms at https://www.salesforce.com/company/legal/agreements/.

3. NON-SFDC PRODUCTS AND SERVICES

3.1. Non-SFDC Products and Services. SFDC or third parties may make available (for example, through a Marketplace or otherwise) third-party products or services, including, for example, Non-SFDC Applications and implementation and other consulting services. Any acquisition by Customer of such products or services, and any exchange of data between Customer and any non-SFDC provider, product or service is solely between Customer and the applicable non-SFDC provider. SFDC does not warrant or support Non-SFDC Applications or other non-SFDC products or services, whether or not designated by SFDC as "certified" or otherwise, unless expressly provided otherwise in an Order Form. SFDC is not responsible for any disclosure, modification or deletion of Customer Data resulting from access by such Non-SFDC Application or its provider.

3.2. Integration with Non-SFDC Applications. The Services may contain features designed to interoperate with Non-SFDC Applications. SFDC cannot guarantee the continued availability of such Service features, and may cease providing them without entitling Customer to any refund, credit, or other compensation, if for example and without limitation, the provider of a Non-SFDC Application ceases to make the Non-SFDC Application available for interoperation with the corresponding Service features in a manner acceptable to SFDC.

4. PROPRIETARY RIGHTS AND LICENSES

4.1. Reservation of Rights. Subject to the limited rights expressly granted hereunder, SFDC, its Affiliates, its licensors and Content providers reserve all rights, title and interest in and to the Services and Content, including all related intellectual property rights. No rights are granted to Customer hereunder other than as expressly set forth herein.

4.2. Access to and Use of Content. Customer has the right to access and use applicable Content subject to the terms of applicable Order Forms, the TOU and the Documentation.

4.3. License by Customer to SFDC. Customer grants SFDC, its Affiliates and applicable contractors a worldwide, limited-term license to host, copy, use, transmit and display any Non-SFDC Applications and program code created by or for Customer using the Services or for use by Customer with the Services, and Customer Data, each as necessary for SFDC to provide and ensure proper operation of, the Services and associated systems in accordance with the TOU and the Documentation. If Customer chooses to use a Non-SFDC Application with a Service, Customer grants SFDC permission to allow the Non-SFDC Application and its provider to access Customer Data as required for the interoperation of that Non-SFDC Application with the Service. Subject to the limited licenses granted herein, SFDC acquires no right, title or interest from Customer or its licensors under the TOU in or to any Customer Data, Non-SFDC Application or such program code.

4.4. License by Customer to Use Feedback. Customer grants to SFDC and its Affiliates a worldwide, perpetual, irrevocable, royalty-free, license to use and incorporate into its services any suggestions, enhancement, requests, recommendations, correction, or other feedback provided by Customer or its Users, relating to the operation of SFDC's or its Affiliates' services.

4.5. Federal Government End Use Provisions. SFDC provides the Services, including related software and technology, for ultimate federal government end use in accordance with the following: The Services consist of "commercial items," as defined at FAR 2.101. In accordance with FAR 12.211-12.212 and DFARS 227.7102-4 and 227.7202-4, as applicable, the rights of the U.S. Government to use, modify, reproduce, release, perform, display, or disclose commercial computer software, commercial computer software documentation, and technical data furnished in connection with the Services shall be as provided in this TOU, except that, for U.S. Department of Defense end users, technical data customarily provided to the public is furnished in accordance with DFARS 252.227-7015. If a government agency needs additional rights, it must negotiate a mutually acceptable written addendum to this TOU specifically granting those rights.

5. TERM AND TERMINATION

5.1. Termination and/or Suspension of the Services. Customer's use of the Services may be terminated and/or suspended, at SFDC's option, (a) upon 30 days notice from SFDC to Reseller and/or Customer of a material breach of the terms of the TOU, the Documentation or Order Forms by Customer or any User if such breach remains uncured at the expiration of such period or (b) upon 10

days notice from SFDC to Reseller and/or Customer if Reseller breaches its payment obligations to SFDC with respect to the Services subscriptions it is reselling to Customer in connection with the TOU. Customer's use of the Services may be immediately terminated and/or suspended, at SFDC's option, upon notice by SFDC to Reseller and/or Customer (unless SFDC determines that such notice may not be permitted under applicable law) if, in SFDC's good faith assessment, Reseller or Customer is in violation of applicable anti-corruption laws and regulations or export and economic sanctions laws and regulations.

5.2. Termination of Reseller's Agreement with SFDC. Following any termination or expiration of Reseller's agreement with SFDC authorizing Reseller to resell the Services, each Customer subscription to the Services outstanding at the time of such termination or expiration ("**Legacy Order**") shall remain in effect until the end of its subscription term, and shall continue to be governed by the TOU, provided that Customer is not in breach of the TOU and SFDC has received all payments due in connection with such Legacy Orders. Except as provided herein, following a termination or expiration of Reseller's agreement with SFDC, SFDC is under no obligation to provide the Services directly to Customer, or to assume a direct contractual relationship with Customer.

5.3. Shared Orgs. Customer acknowledges that if the Services are provisioned in the same Org in which SFDC services purchased from SFDC and/or another third party are also provisioned, access to such Org may be suspended or terminated due to breach of the agreement governing such other SFDC services, and that in no case will any such termination or suspension give rise to any liability to Customer for a refund or other compensation.

5.4. No Refunds upon Termination. To the maximum extent permitted by applicable law, in no case will any termination, expiration, or suspension of the Services, the TOU, or Reseller's agreement with SFDC give rise to any liability of SFDC to Customer for refunds or damages.

6. WARRANTY DISCLAIMER

AS BETWEEN SFDC AND CUSTOMER, SFDC MAKES NO WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. CONTENT IS PROVIDED "AS IS," AND AS AVAILABLE EXCLUSIVE OF ANY WARRANTY WHATSOEVER.

7. INDEMNIFICATION

Customer will defend SFDC and its Affiliates against any claim, demand, suit or proceeding made or brought against SFDC by a third party (a) alleging that the combination of a Non-SFDC Application or configuration provided by Customer and used with the Services infringes or misappropriates such third party's intellectual property rights or (b) arising from (i) Customer's use of the Services or Content in an unlawful manner or in violation of the TOU, the Customer's agreement with Reseller, the Documentation, or Order Form, (ii) any Customer Data or Customer's use of Customer Data with the Services, or (iii) a Non-SFDC Application provided by Customer (each a "**Claim Against SFDC**"), and will indemnify SFDC for any damages, attorney fees and costs finally awarded against SFDC as a result of, or for any amounts paid by SFDC under a settlement approved by SFDC in writing of, a Claim Against SFDC; provided that SFDC: (A) promptly gives Customer written notice of the Claim Against SFDC, (B) gives Customer sole control of the defense and settlement of the Claim Against SFDC (provided that Customer may not settle or defend any Claim Against SFDC unless it unconditionally releases SFDC of all liability), and (C) provides to Customer all reasonable assistance, at Customer's expense.

8. NO LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL SFDC HAVE ANY LIABILITY TO CUSTOMER OR ANY USER FOR ANY DAMAGES RELATED TO CUSTOMER'S PURCHASE OR USE OF THE SERVICES PURSUANT TO THESE TERMS OF USE, INCLUDING BUT NOT LIMITED TO DIRECT, INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR DAMAGES BASED ON LOST PROFITS, HOWEVER CAUSED AND, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, WHETHER OR NOT CUSTOMER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

9. GENERAL

9.1. SFDC Entity. The following section specifies the SFDC entity referenced in the TOU, depending on where the Reseller is domiciled. Any notices that SFDC is required to provide to customers under the Documentation shall be provided by SFDC to the Reseller or Customer as determined by SFDC in its sole discretion based on the circumstances and designated contact information for notices available to SFDC in the Services.

For Resellers domiciled in North or South America	
Resellers domiciled in	**SFDC entity:**
Any country in North or South America other than Brazil or Canada	Salesforce, Inc. (f/k/a salesforce.com, inc.), a Delaware corporation
Brazil	Salesforce Tecnologia Ltda.
Canada	salesforce.com Canada Corporation, a Nova Scotia corporation

For Resellers domiciled in Europe, the Middle East, or Africa	
If Reseller is domiciled in:	**SFDC entity:**
Any country other than France, Germany, Italy, Spain, or the United Kingdom	SFDC Ireland Limited, a limited liability company incorporated in Ireland
France	salesforce.com France, a French S.A.S company
Germany	salesforce.com Germany GmbH, a limited liability company, incorporated in Germany
Italy	salesforce.com Italy S.r.l., an Italian limited liability company
Spain	Salesforce Systems Spain, S.L., a limited liability company incorporated in Spain
United Kingdom	Salesforce UK Limited, a limited liability company incorporated in England

For Resellers domiciled in Asia or the Pacific Region	
If Reseller is domiciled in:	**SFDC entity:**
Any country other than Australia, India, Japan, or New Zealand	salesforce.com Singapore Pte Ltd, a Singapore private limited company
Australia or New Zealand	SFDC Australia Pty Ltd
India	salesforce.com India Private Limited, a company incorporated under the provisions of the Companies Act, 1956 of India
Japan	Salesforce Japan Co., Ltd. (f/k/a Kabushiki Kaisha Salesforce.com), a Japan corporation

9.2. **Export Compliance**. The Services, Content, other SFDC technology, and derivatives thereof may be subject to export laws and

regulations of the United States and other jurisdictions. Customer represents that it and its Users are not on any U.S. government denied-party list. Customer will not permit any User to access or use any Service or Content in a U.S.-embargoed country or region (currently the Crimea, Luhansk or Donetsk regions, Cuba, Iran, North Korea, or Syria) or as may be updated from time to time at https://www.salesforce.com/company/legal/compliance/ or in violation of any U.S. export law or regulation.

9.3. **Anti-Corruption**. Customer acknowledges that it has not received or been offered any illegal or improper bribe, kickback, payment, gift, or anything of value from an employee or agent of SFDC or Reseller in connection with the Services.

9.4. **Waiver.** No failure or delay by SFDC in exercising any right under the TOU will constitute a waiver of that right.

9.5. **Severability.** If any provision of the TOU is held by a court of competent jurisdiction to be contrary to law, the provision will be deemed null and void, and the remaining provisions of the TOU will remain in effect.

9.6. **Further Contact.** SFDC may contact Customer or Users regarding new and enhanced SFDC service features and offerings.

9.7. **Third Party Beneficiary**. The TOU are between Customer and Reseller; for the avoidance of doubt, SFDC is not a party to the TOU. SFDC is a third party beneficiary to the agreement between Customer and Reseller solely as it relates to the TOU, and SFDC is entitled to enforce and benefit from any term in the TOU.

9.8. **Order of Precedence**. With respect to the subject matter discussed herein, in the event of any conflict or inconsistency between the TOU and any other terms or conditions in Customer's agreement or Order Form, the TOU shall prevail.

9.9. **Titles and Headings.** Titles and headings of sections of this TOU are for convenience only and shall not affect the construction of any provision of this TOU.