



Supplemental Terms for Database.com

These Supplemental Terms are legally binding terms governing Your use of the Database.com Service.

These Supplemental Terms amend the Master Subscription Agreement and/or the online Order Form by which ordered the Database.com Service, and form an integral part of that Master Subscription Agreement and/or Order Form.

If you are accepting these Supplemental Terms on behalf of a company or other legal entity, You represent that You have the authority to bind such entity and its Affiliates to these Supplemental Terms, in which the case "You" and "Your" shall refer to such entity and its Affiliates. If you do not have such authority, or if You do not agree with these Supplemental Terms, You must not accept these Supplemental Terms and may not use the Database.com Service.

These Supplemental Terms were last updated on August 17, 2011. They are effective between You and Us as of the date You accept them.

1. DEFINITIONS

Capitalized terms used in these Supplemental Terms have the meanings given to them below, or if not defined below, then the meanings given to them in the Master Subscription Agreement between You and Us.

"**Database.com Service**" means the online database made available by Us under the name "Database.com" or any successor name via the customer login link at <http://www.salesforce.com>, <http://www.database.com> and/or other web pages designated by Us, including associated offline components, as described in the User Guide. "Database.com Service" excludes Non-Salesforce.com Applications.

"**Free Database.com Service**" means the version(s) of the Database.com Service provided by Us free of charge.

"**Master Subscription Agreement**" means, in the case of the Free Database.com Service, the online Master Subscription Agreement at http://www.salesforce.com/assets/pdf/misc/salesforce_MSA.pdf, and in the case of the Paid Database.com Service, the Master Subscription Agreement in effect at the time You order the Paid Database.com Service.

"**My Domain Service**" means the salesforce.com service that allows a customer to add a customized word, such as the customer's name, to the URL used by the customer to log into and navigate the salesforce.com Services.

"**My Domain URL**" means a URL You create using the My Domain Service, for access to salesforce.com Services.

"**Order Form**" means the online form, accessible through <http://www.salesforce.com>, <http://www.database.com> and/or other web pages designated by Us, for ordering the Database.com Service.

"**Paid Database.com Service**" means the version(s) of the Database.com Service provided by Us for a fee.

"**Supplemental Terms**" means these Supplemental Terms for Database.com.

"**We**," "**Us**" or "**Our**" means the applicable salesforce.com company pursuant to Section 2 (Who You Are Contracting With, Notices, Governing Law and Jurisdiction) below.

1. FREE DATABASE.COM SERVICE

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE MASTER SUBSCRIPTION AGREEMENT:

- **THE FREE DATABASE.COM SERVICE IS PROVIDED "AS IS," EXCLUSIVE OF ANY WARRANTY WHATSOEVER. WE MAKE NO REPRESENTATION, WARRANTY OR COVENANT WHATSOEVER REGARDING THE PERFORMANCE, FUNCTIONS, FEATURES, CAPABILITIES, AVAILABILITY OR SECURITY OF THE FREE DATABASE.COM SERVICE, AND ANY SUCH REPRESENTATIONS, WARRANTIES OR COVENANTS IN THE MASTER SUBSCRIPTION AGREEMENT ARE DISCLAIMED AND OMITTED;**
- **WE SHALL HAVE NO LIABILITY FOR ANY DAMAGES WHATSOEVER REGARDING THE FREE DATABASE.COM SERVICE; AND**
- **WE MAY ALTER, REDUCE THE FEATURES OR FUNCTIONALITY OF, AND/OR TERMINATE THE FREE DATABASE.COM SERVICE AT ANY TIME WITHOUT CAUSE IN OUR SOLE DISCRETION. WITHOUT LIMITING THE FOREGOING, YOUR INSTANCE OF THE FREE DATABASE.COM SERVICE MAY BE DELETED IF LEFT INACTIVE FOR GREATER THAN 30 DAYS. IN THE EVENT THAT WE TERMINATE THE FREE DATABASE.COM SERVICE OR YOUR INSTANCE OF SUCH SERVICE, WE WILL PROVIDE YOU WITH AT LEAST 30 DAYS NOTICE VIA THE FREE DATABASE.COM SERVICE UNLESS OUR TERMINATION OF YOUR INSTANCE OF THE FREE DATABASE.COM SERVICE IS A RESULT OF YOUR BREACH OF THE MASTER SUBSCRIPTION AGREEMENT, IN WHICH CASE NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE MASTER SUBSCRIPTION AGREEMENT, SUCH SERVICE MAY BE TERMINATED WITH OR WITHOUT NOTICE, IN OUR SOLE DISCRETION.**

2. MY DOMAIN SERVICE AND RISK OF IDENTIFICATION AS OUR CUSTOMER

The Database.com Service may include the My Domain Service. If You forget Your My Domain URL, You can retrieve it by searching for it on Our public website. This lookup feature lets anyone search Our DNS registry of My Domain URLs using any search term. If Your My Domain URL contains Your company name or brand, then anyone can search Our DNS registry using that name or brand and retrieve Your My Domain URL, and thereby identify You as Our customer. If You do not want to be identified as Our customer, then You should not include Your company name or brand in Your My Domain URL. A My Domain URL cannot be used to log in to a Service instance without a valid user name and password.

3. REJECTION OR CANCELLATION OF MY DOMAIN URL

We may in Our sole discretion reject any My Domain URL You propose before We enable it. We may also, in Our sole discretion, cancel any My Domain URL after We have enabled it, by giving You 30 days' notice (including via email). We reserve the right to use or re-use any rejected or cancelled My Domain URL, subject to any trademark rights owned by You or any third party.

4. WHO YOU ARE CONTRACTING WITH, NOTICES, GOVERNING LAW AND JURISDICTION

The terms of Section 13 (Who You Are Contracting With, Notices, Governing Law and Jurisdiction) of Our online [Master Subscription Agreement](#) shall apply to the Database.com Service, including the My Domain Service, notwithstanding anything to the contrary in the Master Subscription Agreement between You and Us.