



Force.com Sites Terms of Use (and Order Form Addendum)

THIS ORDER FORM ADDENDUM AND TERMS OF USE FOR FORCE.COM SITES (“**TERMS**”) ARE LEGALLY BINDING TERMS GOVERNING YOUR USE OF THE FORCE.COM SITES SERVICE. IF YOU HAVE ENTERED INTO AN ORDER FORM FOR OUR ENTERPRISE EDITION, UNLIMITED EDITION OR FORCE.COM FREE EDITION SERVICE, THESE TERMS CONSTITUTE AN ORDER FORM ADDENDUM, WHICH IS AN INTEGRATED PART OF YOUR ORDER FORM FOR THAT SERVICE. BY ACCEPTING THESE TERMS OR USING THE FORCE.COM SITES SERVICE, YOU:

- AGREE TO THESE TERMS ON BEHALF OF OUR CUSTOMER WITH WHICH YOU ARE EMPLOYED OR ASSOCIATED,
- REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND THAT CUSTOMER TO THESE TERMS, AND
- REPRESENT THAT YOU ARE AN AUTHORIZED USER UNDER THE MASTER SUBSCRIPTION AGREEMENT BETWEEN THAT CUSTOMER AND US.

IF YOU DO NOT HAVE SUCH AUTHORITY, ARE NOT AN AUTHORIZED USER, OR DO NOT AGREE TO THESE TERMS, YOU MAY NOT USE THE FORCE.COM SITES SERVICE.

These Terms were last updated on June 10, 2009.

1. DEFINITIONS

“**Force.com Site**” means a website created using the Force.com Sites Service.

“**Force.com Sites Service**” means the online, Web-based application, for development and hosting of external websites, provided by SFDC under the “ Force.com Sites” brand (or any successor brand designated by SFDC) via <http://www.salesforce.com>. The Force.com Sites Service is currently included in Our Enterprise Edition, Unlimited Edition, Developer Edition and Force.com Free Edition services.

“**Master Subscription Agreement**” means the master subscription agreement between You and Us under which You subscribe to Our Enterprise Edition, Unlimited Edition, Developer Edition or Force.com Free Edition service.

“**Order Form**” means, if You are subscribing to the Force.com Sites Service as part of Our Enterprise Edition, Unlimited Edition or Free Force.com service, any ordering documents entered into between You and Us for Your subscription to that service.

“**Organization**” means a unique instance of the Enterprise Edition, Unlimited Edition, Developer Edition or Force.com Free Edition service, i.e., a separate set of Your data and Your service customizations held by Us in a logically separated database (i.e., a database segregated through password-controlled access).

“**Users**” means individuals who are authorized by You to use the Force.com Sites Service, and have been supplied user identifications and passwords by You (or by Us at Your request). Users may include but are not limited to Your employees, consultants, contractors and agents. As used in these Terms, “Users” does not mean visitors to your Force.com Sites.

“**We**,” “**Our**” or “**Us**” means either salesforce.com, inc., salesforce.com Sàrl, salesforce.com Singapore Pte Ltd, or Salesforce.com Kabushiki Kaisha, depending on which of those companies Your Master Subscription Agreement is with, or if You have entered into an Order Form for Enterprise Edition, Unlimited Edition or Force.com Free Edition, which of those companies is named on the Order Form.

“**You**” or “**Your**” means the company or other legal entity which is Our customer and for which you are accepting these Terms, including its affiliates if and as provided in the Master Subscription Agreement.

2. USAGE LIMITS AND DISABLING OF FORCE.COM SITES

The Force.com Sites Service is subject to limits as detailed in the user guide accessible through the Help & Training link. Those limits include (but are not limited to) those below:

Edition	Maximum Number of Force.com Sites per Domain	Included Number of Monthly Page Views per Organization	Bandwidth Limit per 24-Hour Period	Service Request Time Limit per 24-Hour Period
Enterprise Edition	25	500,000	40 GB	60 hours
Unlimited Edition	25	1,000,000	40 GB	60 hours
Developer Edition	1	As permitted by bandwidth and service request time limits	500 MB	10 minutes
Force.com Free Edition	1	250,000	10 GB	6 hours

a. Included Monthly Page Views. The Force.com Sites Service includes a number of page views per calendar month, depending on the service edition to which You subscribe, as specified above. The number of page views is calculated as the aggregate number of page views for all Force.com Sites in Your Organization, including pages served from the Force.com Sites' origin servers and cache servers. Calendar months are measured in accordance with Greenwich Mean Time (GMT).

b. Disabling of Force.com Sites Due to Excess Monthly Page Views. If You subscribe to the Force.com Sites Service as part of Enterprise Edition, Unlimited Edition or Force.com Free Edition, You may purchase additional monthly page views by contacting Us. As used in this paragraph, "Monthly Page View Limit" means the included number of page views plus any additional page views You have purchased for a given month. If Your Organization reaches 110% of its Monthly Page View Limit in a single calendar month, We will so notify You via email. If Your Organization reaches 110% of its Monthly Page View Limit in four consecutive calendar months, or reaches 300% of its Monthly Page View Limit in a single calendar month, Your Force.com Sites will be disabled until the beginning of the next calendar month or until You purchase additional page views (whichever occurs earlier), and We will so notify You via email.

c. Bandwidth Limits. Bandwidth is calculated as the number of bytes served and received from all Force.com Sites in Your Organization, including from the Force.com Sites' origin servers and cache servers. Bandwidth limits are applied in rolling 24-hour periods.

d. Service Request Time Limits. Service request time is calculated as the total origin server time required to generate pages for all Force.com Sites in Your Organization. Service request time limits are applied in rolling 24-hour periods.

3. RISK OF UNINTENDED ACCESS TO YOUR DATA

The Force.com Sites Service enables You to provide public access to Your data stored in Our online services. It is very important that You carefully follow the instructions in the user guide and review Your Force.com Sites Service settings (including but not limited to settings for sharing of objects and visibility of list views) before publishing a Force.com Site or enabling web services for a Force.com Site. If You publish a Force.com Site or enable web services for a Force.com Site with settings that You did not intend, You could cause Your confidential information stored in Our online services to be disclosed to unintended third parties or to the public.

4. YOUR RESPONSIBILITIES

You shall not: (a) offer, permit or promote gambling on a Force.com Site or as part of a Force.com Site URL; (b) display, transmit or otherwise make available on a Force.com Site or as part of a Force.com Site URL material that is pornographic, obscene, lewd, indecent, or vulgar; (c) display, transmit or otherwise make available on a Force.com Site or as part of Force.com Site URL material that is infringing, threatening, harassing, libelous, hateful, racially or ethnically objectionable, unlawful, tortious, harmful to children, invasive of another's privacy or violative

of third party privacy rights; or (d) display or transmit on a Force.com Site or as part of Force.com Site URL material promoting or providing instructional information about illegal activities, promoting physical harm or injury against any group or individual, or promoting any act of cruelty to animals, including, but is not limited to, instructions on how to assemble bombs, grenades, and other weapons, and "Crush" sites. You shall: (i) have sole responsibility for the accuracy, quality, integrity, legality, reliability, and appropriateness of all content and data submitted to or published via the Force.com Sites Service by You, by Users, or by users of websites created by You using the Force.com Sites Service; (ii) comply with all applicable laws (including but not limited to export laws) in using the Force.com Sites Service; and (iii) use the Force.com Sites Service solely in accordance with its online user guide.

5. DOMAIN NAMES

a. Creation of Domains. The Force.com Sites Service (except as part of the Free Force.com Service) enables You to create Your own force.com subdomain. You may also associate Your Force.com Site with Your own domain name, which You have registered or will register through the Internet Corporation for Assigned Names and Numbers ("ICANN"). Your use of Your domain name registered with ICANN is subject to ICANN's policies, including without limitation, being bound by the terms of the ICANN Uniform Domain Name Dispute Resolution Policy located at <http://www.icann.org/udrp/udrp.htm> as may be amended or relocated from time to time.

b. Rejection of Domains Before Publication. We may in Our sole discretion reject any domain or force.com subdomain proposed by You before We publish it as part of a URL or associate a Force.com Site with it.

c. Disabling of Domains After Publication. If, after You have submitted a domain or force.com subdomain and we have published it or associated it with a Force.com Site, We determine in Our sole discretion that it violates these Terms or the Master Subscription Agreement, or if We receive a notice or claim alleging that any such domain or subdomain violates or infringes any law or third-party right, We may disable the associated URL and Force.com Sites and make reactivation of those Force.com Sites conditional on Your submitting a new domain or subdomain acceptable to Us. We reserve these rights irrespective of whether or not ICANN requires You to cease using a domain.

6. DISABLING OF FORCE.COM SITES UNDER U.S. DIGITAL MILLENNIUM COPYRIGHT ACT

If We receive a notice alleging that material on Your Force.com Site infringes another party's copyright, we may disable that Force.com Site in accordance with Title II of the Digital Millennium Copyright Act of 1998 (Section 512 of the U.S. Copyright Act).

7. RELATIONSHIP TO OTHER AGREEMENTS

These Terms apply in addition to (and not in lieu of) the Master Subscription Agreement. If You entered into one or more Order Forms for Our Enterprise Edition, Unlimited Edition or Force.com Free Edition service, these Terms constitute an Order Form Addendum to those Order Forms, and apply in addition to (and not in lieu of) the Order Forms.