MuleSoft Notices and License Information
Published: April 29, 2020

Services Covered
This Documentation is applicable to the Services branded as MuleSoft or the Anypoint Platform (the “MuleSoft Services”) provided by salesforce.com, inc. and/or its affiliates (collectively, “Salesforce”). The MuleSoft Services include the Cloud Offerings, which are the proprietary MuleSoft services set forth in an Order Form that are web-based and subsequently made available on a paid subscription basis by MuleSoft or one of its Affiliates via the customer login link at anypoint.mulesoft.com and/or other web pages designated by MuleSoft or one of its Affiliates, including associated offline components, as described in the Documentation (but excluding any Software, Content, Non-SFDC Application, Customer infrastructure, and third-party hosting providers). The Cloud Offerings branded as API Community Manager are subject to the Community Cloud documentation as applicable. The Notices and License Information for API Community Manager is available in the Community Cloud Trust and Compliance Documentation.

Purpose of this Documentation
This Documentation describes certain features, restrictions, policies, and notices associated with any:
- information sourced from third parties or public sources and provided to customers via the MuleSoft Services;
- MuleSoft Service functionality that allows users to interact with third party products, services, platforms or data sources;
- server, desktop and mobile device software applications provided in connection with the MuleSoft Services.
- distributed components provided in connection with the MuleSoft Services.

See your Order Form(s) for additional terms that may apply to your use of the MuleSoft Services.

Customer Data
This Documentation does not modify Salesforce’s obligations with respect to Customer Data as defined in Salesforce’s Master Subscription Agreement.

Acceptable Use and External Facing Services Policy
The MuleSoft Services are subject to the Acceptable Use and External-Facing Services Policy, as applicable.

Third-Party Platforms
The MuleSoft Services allow users to interact with third-party products, services, platforms and data, including Non-SFDC Applications, websites, products, services and platforms operated by or on behalf of a customer of the MuleSoft Services (collectively “Third-Party Platforms”).
- Customers must enable the MuleSoft Services as may be required to access their Third-Party Platform accounts.
- The MuleSoft Services may access, collect, process, and/or store information or content from Third-Party Platform accounts (including information otherwise classified as Customer Data under a customer’s agreement with Salesforce).
- Customers are solely responsible for any content their users provide to any Third-Party Platform.
- Customers are solely responsible for any information accessed by their users or any third party from any Third-Party Platform.
- Customers are solely responsible for their users’ interactions or communications with third parties.
through any Third-Party Platforms.

- Customers are solely responsible for any transactions relating to a separate agreement or arrangement between customers or their users and any Third-Party Platform provider or website and otherwise complying with such agreements.
- Customers are solely responsible for ensuring they have the necessary rights from any Third-Party Platform provider to enable the integration between MuleSoft Services and the Third-Party Platform.

Third Party Notices
The following notices apply to Third Party Platforms and other commercial entities that interoperate with the MuleSoft Services:

- This Agreement supersedes all terms of the MuleSoft Common Public Attribution License, and any other open source license under which publicly-available versions of MuleSoft Software may be licensed.
- Customer’s use of Third Party Platforms and commercial entities that interoperate with the MuleSoft Services must also comply with all applicable terms the Customer has agreed to with respect to any Third Party Platform, including each of the following: Amazon DynamoDB, Amazon Elastic Compute Cloud (Amazon EC2), Amazon Relational Database Service (RDS), Amazon Simple Notification Service (SNS), Amazon Simple Queue Service (SQS), Amazon Simple Storage Service (S3), BMC Software, Box, IBM CICS, IBM MQ, Marketo, Microsoft .NET, Microsoft Dynamics 365, Microsoft Dynamics 365 for Operations, Microsoft Dynamics AX 2012, Microsoft Dynamics CRM, Microsoft Dynamics GP, Microsoft Dynamics NAV, Microsoft Message Queuing ( MSMQ), Microsoft Service Bus, Microsoft SharePoint 2010, Microsoft SharePoint, Microsoft Windows PowerShell, MongoDB, NetSuite, NetSuite OpenAir, Oracle E-Business Suite (EBS), Oracle PeopleSoft, Oracle Siebel, SAP, SAP Concur, SAP SuccessFactors, ServiceNow, Twilio, Workday, and Zuora.

Restricted Uses
- The MuleSoft Services may not be used to generate, send or facilitate unsolicited integrations or messages to third parties. Customers shall be solely responsible for the creation, initiation and integration of services including those that could send messages, including without limitation, complying with any laws, regulations, or applicable rules.
- Salesforce has certain soft and hard limits in using the MuleSoft Services. Hard limits are automatically enforced by the MuleSoft Service. Soft limits are consumable resources that you agree not to exceed. Salesforce reserves the right to enforce soft usage limits in its sole discretion, which may result in Salesforce serving a “quota exceeded” page to you or users to whom you serve web pages via the MuleSoft Services (“End Users”). Repeated exceeding of the hard or soft usage limits may lead to termination of your account.
- You may not access the MuleSoft Services in a manner intended to avoid incurring fees.
- Customers may copy and install on Customer’s computers for use only by Customer’s employees and Third-Party Service Providers one (1) copy of the Software for each Subscription designated in the applicable Order Form. Customers may also make one copy of the Software for archival purposes.
- Customer shall not (and shall not allow any third party to):
  - decompile, disassemble, translate, reverse engineer or otherwise attempt to derive source code from any encrypted or encoded portion of the Software, in whole or in part, nor will Customer use any mechanical, electronic or other method to trace, decompile, disassemble, or identify the source code of the Software or encourage or permit others to do so, except and only to the extent that applicable law prohibits or restricts reverse
engineering restrictions (provided, however, before Customer exercises any rights that Customer believes to be entitled to based on mandatory law, Customer shall provide MuleSoft with thirty (30) days prior written notice and provide all reasonably requested information to allow MuleSoft to assess Customer’s claim and, at MuleSoft’s sole discretion, to provide alternatives that reduce any adverse impact on MuleSoft’s intellectual property or other rights);

- sell, sublicense, rent, lease, distribute, market, or commercialize for any purpose, including timesharing or service bureau purposes: (i) the Software, (ii) any modified version or derivative work of the Software created by the Customer or for the Customer, or (iii) any MuleSoft software, either modified or not, licensed under an open source license; (c) create, develop, license, install, use, or deploy any third party software or services to circumvent, enable, modify or provide access, permissions or rights that violate the technical restrictions of the Software, any additional licensing terms provided by MuleSoft via product documentation, notification, and/or policy change posted at http://www.mulesoft.com, and the terms of the Agreement; (d) remove any product identification, proprietary, copyright or other notices contained in the Software; (e) modify or create a derivative work of any encrypted or encoded portion of the Software, or any other portion of the Software; or (f) publicly disseminate performance information or analysis (including, without limitation, benchmarks) from any source relating to the Software.

- Customer must maintain accurate records as to its use of the Software as authorized by this Agreement, for at least one (1) year from the last day on which Support and Maintenance expired for the applicable Software. MuleSoft, or persons designated by MuleSoft, will, at any time during the period when Customer is obliged to maintain such records, be entitled to audit such records and to ascertain completeness and accuracy, in order to verify that the Software is used by Customer in accordance with the terms of this Agreement and that Customer has paid the applicable license fees and Support and Maintenance fees for the Software

- Customer covenants that it will (and will cause its Affiliates and Users to) not use or run on any of Customer’s computers, or have deployed for use, a copy of the open source version of the Software and will comply with all applicable laws and regulations in the exercise of such rights.

**Distributed Software**

- Notices and license terms applicable to the MuleSoft Anypoint Platform that is delivered on-site to customers are included with the given software. Salesforce may make other developer tools available under separate legal terms or license agreements that supersede the terms of your governing agreement or your Master Services Agreement with Salesforce.

- Salesforce also offers various libraries, examples, and demos at https://github.com/mulesoft, and in the Anypoint Exchange (https://anypoint.mulesoft.com/exchange/). Each component there may be offered under the terms of its own license; please check each repository for details.

- MuleSoft makes available various software programs (some of which are owned by third parties). Each such program may be offered under the terms of its own license, including open source software licenses. Please check the relevant listings and repositories for details.

- Please see the MuleSoft Open Source website for disclosures regarding certain third party components included in the MuleSoft Services, and which are governed by their respective, corresponding licenses.
External Resources

- The MuleSoft Services may include Content, such as buttons, buildpacks, hyperlinks to other websites or content. Salesforce may have no control over any web sites or resources that are provided by companies or persons other than Salesforce. To this end, from time to time, Salesforce may make certain third-party open source components available for your convenience. Such third-party open source is licensed under the terms of the applicable license conditions and/or copyright notices that can be found in the licenses file.
- You acknowledge and agree that Salesforce is not responsible for the availability of any such external sites or resources, and does not endorse any advertising, products or other materials on or available from such web sites or resources.
- You acknowledge and agree that Salesforce is not liable for any loss or damage which may be incurred by you or your End Users as a result of the availability of those external sites or resources, or as a result of any reliance placed by you on the completeness, accuracy or existence of any advertising, products or other materials on, or available from, such web sites or resources.

Anypoint Service Mesh

- Anypoint Service Mesh requires technology provided by Istio (“Istio”) a “Non-SFDC Application" or "Third-Party Application", as that term may be defined in the Agreement between SFDC and Customer.

MuleSoft Services Policies

- Charges for MuleSoft Services are solely based on Salesforce's measurements of your use of the MuleSoft Services, unless otherwise agreed to in writing.
- You may not access the MuleSoft Services in a manner intended to avoid incurring fees.

Interoperation with Other Services

The MuleSoft Services may interoperate or integrate with other services provided by Salesforce or third parties. The Notices and License Information documentation for such services provided by Salesforce is available in the Trust and Compliance Documentation.