

Salesforce Essentials Product Specific Terms

(last updated June 3, 2019)

The Product Specific Terms that apply to your Essentials purchase can be found in the list of terms provided below. Please review the terms below that correspond to your purchased products ("Applicable Terms"). By completing the purchase process, you agree to the Applicable Terms.

Lightning Sales Cloud

Customer's use of this product is subject to the following restrictions:
<http://www.salesforce.com/assets/pdf/misc/lightning-contractual-restrictions.pdf>. Customer understands that the foregoing functionality restrictions are contractual in nature (i.e., these restrictions are not enforced in the Services as a technical matter) and therefore agrees it is responsible for monitoring its Users' use of such subscriptions and for enforcing such use restrictions. SFDC may review Customer's use of such subscriptions at any time through the Services.

Essentials Edition – Inbox Promotion

Each Inbox subscription may only be assigned to a User that has an existing Salesforce - Essentials Edition or Salesforce - Essentials Edition - Monthly subscription. Each subscription will provision a quantity of 10 Inbox subscriptions, however, Customer may only assign a quantity of Inbox subscriptions up to the number of Salesforce - Essentials Edition or Salesforce - Essentials Edition - Monthly Users. Customer understands that the above limitations are contractual in nature (i.e., they are not limited as a technical matter in the Service) and therefore agrees to strictly review its Users' use of such subscriptions and enforce the limits set forth herein. SFDC may review Customer's use of the subscriptions at any time through the Service. Each User must have a Microsoft Exchange or Gmail account in order to use Inbox, each of which is a non-SFDC application (a "Non-SFDC Application" or "Third-Party Application", as that term may be defined in the Agreement between SFDC and Customer). Inbox may make available to Customer supplemental information about its Users' email contacts; if so, any such information is Content, not part of the Services, and is provided "As Is", with no warranties whatsoever. In order to access Inbox, it must be activated by the Customer's system administrator via the following link:
<https://appexchange.salesforce.com/listingDetail?listingId=a0N3000000CNj52EAD>. The Inbox subscriptions purchased pursuant to this Order Form are a one-time promotional offer.

Digital Engagement Essentials Edition

Digital Engagement is comprised of Live Agent (Chat), and Messaging, and is subject to the Product Special Terms for Live Agent (Chat), and Messaging.

Messaging. In order to enable over the top ("OTT") messaging identities (example: Facebook Messenger), as applicable, and to complete message type set up, Customer shall follow the set up instructions in Help at https://help.salesforce.com/articleView?id=live_message_setup_flow.htm&type=5. It is Customer's responsibility to follow the Messaging Set Up Instructions upon signature of this Order Form. In the event Customer does not follow the Messaging Set Up Instructions, Customer is not entitled to any refund of fees. Customer acknowledges and agrees that use of the Services is

subject to the Messaging Notices and License Information document at <https://trust.salesforce.com/en/trust-and-compliance-documentation/>, and will: (a) use the Services in accordance with the Messaging Notices and License Information, and (b) indemnify, defend, and hold SFDC and their respective affiliates harmless from and against any claim or loss arising from or relating to Customer's use of the Services or Customer Data sent via the Service. Customer shall ensure that its Users use the Services in accordance with the above mentioned Messaging Notices and License Information. Customer agrees that SFDC may review Customer's use of the subscriptions at any time through the Service, including to assess such compliance with the above.

Lightning Dialer Inbound Essentials Edition

Lightning Dialer - Inbound - Essentials Edition provides third party calling functionality that integrates with certain SFDC services. Such third party functionality is a non-SFDC application (a "Non-SFDC Application" or "Third-Party Application", as that term may be defined in the master subscription agreement between SFDC and Customer ("MSA")). Customer agrees that by entering into this Order Form it is also entering into, and will be bound by, the following Terms of Service with respect to such non-SFDC application: <https://www.twilio.com/legal/tos>. In order to use Lightning Dialer - Inbound - Essentials Edition, Customer must purchase an applicable Minutes subscription. Customer may solely use Lightning Dialer - Inbound - Essentials Edition to receive calls from the countries determined in the applicable Minutes subscription(s) purchased by Customer.

There may be restrictions on use of Lightning Dialer - Inbound - Essentials Edition in some regions or jurisdictions. It is the Customer's responsibility to ensure that Customer is legally allowed to use Lightning Dialer - Inbound - Essentials Edition where Customer is located. In addition to any termination right under the MSA, SFDC may terminate Customer's subscription(s) to the Lightning Dialer service if required by any regulator with jurisdiction over SFDC or the Lightning Dialer service or if required by applicable law. Customer shall indemnify SFDC for violation of applicable laws by Customer in its use of such Non-SFDC Application. Any limitation of liability set forth in the MSA shall not apply with respect to such indemnification obligation.

Equipment and networks. In addition to Customer procuring its own internet connection and equipment to use Lightning Dialer - Inbound - Essentials Edition, Customer is also responsible at its own cost for obtaining all equipment required to enable communications (such as headsets, microphones and webcams). Customer acknowledges that availability of Lightning Dialer may be impacted by public switched telephone networks or Customer's internet service provider and that SFDC is not responsible for such disruptions.

Customer is responsible for the content of its communications using Lightning Dialer - Inbound - Essentials Edition. SFDC, its service providers and their Affiliates have no liability for the content of any communications originated by Customer or any third party person and made through Lightning Dialer - Inbound - Essentials Edition. SFDC may remove any communication content and/or terminate Customer's Lightning Dialer subscription(s) if Lightning Dialer - Inbound - Essentials Edition is used in breach of the terms set forth in this Order Form.

If SFDC provides a User with a telephone number, neither Customer nor the User owns the number or have a right to use or retain the number outside of the Lightning Dialer account for which the number was allocated by SFDC.

Customer is not permitted to sell, resell, license, sublicense, distribute, rent or lease Lightning Dialer - Inbound - Essentials Edition in a service bureau or outsourcing offering.

For Customers located in the U.S. only: SFDC is entering into this Order Form on behalf of Salesforce Communications LLC pursuant to its authority as an agent of Salesforce Communications LLC. The rates payable by Customer for Lightning Dialer - Inbound - Essentials Edition are inclusive of all amounts that SFDC must pay to any U.S. or foreign government, regulatory body, agency, commission or quasi-governmental body as a result of SFDC providing Lightning Dialer - Inbound - Essentials Edition, including without limitation, all U.S. federal, state, local, and foreign assessments, claims, permits, fees, taxes and other charges of any kind, other than U.S. sales taxes that SFDC determines are required to be collected from Customer.

Lightning Dialer Outbound Essentials Edition

Lightning Dialer - Outbound - Essentials Edition provides third party calling functionality that integrates with certain SFDC services. Such third party functionality is a non-SFDC application (a ""Non-SFDC Application"" or ""Third-Party Application"", as that term may be defined in the master subscription agreement between SFDC and Customer (""MSA")). Customer agrees that by entering into this Order Form it is also entering into, and will be bound by, the following Terms of Service with respect to such non-SFDC application: <https://www.twilio.com/legal/tos>. In order to use Lightning Dialer - Outbound - Essentials Edition, Customer must purchase an applicable Minutes subscription. Customer may solely use Lightning Dialer - Outbound - Essentials Edition to make calls to the countries determined in the applicable Minutes subscription(s) purchased by Customer.

There may be restrictions on use of Lightning Dialer - Outbound - Essentials Edition in some regions or jurisdictions. It is the Customer's responsibility to ensure that Customer is legally allowed to use Lightning Dialer - Outbound - Essentials Edition where Customer is located. In addition to any termination right under the MSA, SFDC may terminate Customer's subscription to the Lightning Dialer service if required by any regulator with jurisdiction over SFDC or the Lightning Dialer service or if required by applicable law. Customer shall indemnify SFDC for violation of applicable laws by Customer in its use of such Non-SFDC Application. Any limitation of liability set forth in the MSA shall not apply with respect to such indemnification obligation.

911 CALLS AND OTHER CALLS TO EMERGENCY SERVICES CANNOT BE MADE THROUGH Lightning Dialer - Outbound - Essentials Edition, AND CUSTOMER SHALL NOT RELY ON Lightning Dialer - Outbound - Essentials Edition FOR ACCESS TO SUCH SERVICES.

In addition to Customer procuring its own internet connection and equipment to use Lightning Dialer - Outbound - Essentials Edition, Customer is also responsible at its own cost for obtaining all equipment required to enable communications (such as headsets, microphones and webcams). Connecting to the Internet through a corporate or other private network that masks the User's location may cause charges to be different from those displayed for the User's actual location. Customer acknowledges that availability of Lightning Dialer - Outbound - Essentials Edition may be impacted by public switched telephone networks or Customer's internet service provider and that SFDC is not responsible for such disruptions.

Customer is responsible for the content of its communications using Lightning Dialer - Outbound - Essentials Edition. SFDC, its service providers and their Affiliates have no liability for the content of any communications originated by Customer or any third party person and made through Lightning Dialer - Outbound - Essentials Edition. SFDC may remove any communication content and/or terminate Customer's Lightning Dialer subscriptions if Lightning Dialer - Outbound - Essentials Edition is used in breach of the terms set forth in this Order Form.

If SFDC provides a User with a telephone number, neither Customer nor the User owns the number or have a right to use or retain the number outside of the Lightning Dialer account for which the number was allocated by SFDC.

Customer is not permitted to sell, resell, license, sublicense, distribute, rent or lease Lightning Dialer - Outbound - Essentials Edition in a service bureau or outsourcing offering.

For Customers located in the U.S. only: SFDC is entering into this Order Form on behalf of Salesforce Communications LLC pursuant to its authority as an agent of Salesforce Communications LLC. The rates payable by Customer for Lightning Dialer - Outbound - Essentials Edition are inclusive of all amounts that SFDC must pay to any U.S. or foreign government, regulatory body, agency, commission or quasi-governmental body as a result of SFDC providing Lightning Dialer - Outbound - Essentials Edition, including without limitation, all U.S. federal, state, local, and foreign assessments, claims, permits, fees, taxes and other charges of any kind, other than U.S. sales taxes that SFDC determines are required to be collected from Customer.

Lightning Dialer Minutes Essentials Edition

Customer agrees that by entering into this Order Form it is also entering into, and will be bound by, the following Terms of Service with respect to such non-SFDC application: <https://www.twilio.com/legal/tos>. Customer may solely use Lightning Dialer - 100 Minutes/month - Essentials Edition from the U.S. and Canada to make calls to the U.S. and Canada phone numbers with Lightning Dialer - Outbound - Essentials Edition and to receive calls from phone numbers from the U.S. and Canada with Lightning Dialer - Inbound - Essentials Edition. Through its use of Lightning Dialer - Outbound - Essentials Edition and if applicable Lightning Dialer - Inbound - Essentials Edition cumulatively, Customer may use an aggregate number of minutes equal to 100 minutes per Org per calendar month times the corresponding number specified under "Quantity" above for Lightning Dialer - 100 Minutes/month - Essentials Edition. Customer understands that the aforementioned limitation is contractual in nature (i.e., it is not limited as a technical matter in the Lightning Dialer service) and therefore agrees to strictly review its Users' use of such subscriptions and enforce the limits set forth herein. SFDC may review Customer's use of the subscriptions at any time through the Lightning Dialer service. Fractional call minutes will be rounded up to the next whole minute. Customer is not permitted to sell, resell, license, sublicense, distribute, rent or lease Lightning Dialer - 100 Minutes/month - Essentials Edition in a service bureau or outsourcing offering. Unused minutes are forfeited at the end of each month and do not roll over to subsequent months. The beginning and end of each calendar month will conform with U.S. Pacific Time. For Customers located in the U.S. only: SFDC is entering into this Order Form on behalf of Salesforce Communications LLC pursuant to its authority as an agent of Salesforce Communications LLC. The rates payable by Customer for Lightning Dialer - 100 Minutes/month - Essentials Edition are inclusive of all amounts that SFDC must pay to any U.S. or foreign government, regulatory body, agency, commission or quasi-governmental body as a result of SFDC providing Lightning Dialer - 100 Minutes/month - Essentials Edition, including without limitation, all U.S. federal, state, local, and foreign assessments, claims, permits, fees, taxes and other charges of any kind, other than U.S. sales taxes that SFDC determines are required to be collected from Customer.