

Supplemental Terms for Eligible Nonprofits and Educational Institutions

ELIGIBILITY: In order to purchase, access or use certain Services or Professional Services (collectively, the “Covered Services”) from SFDC or its Affiliates Customer must, upon SFDC's request, provide appropriate documentation to validate its eligibility as set forth herein. Customer agrees that it satisfies and that it will continue to satisfy the eligibility requirements described herein for so long as it purchases, accesses or uses the Covered Services provided by SFDC, and that it will promptly notify SFDC if it fails to satisfy any such eligibility requirements. SFDC reserves its right, in its sole discretion, not to provide the Covered Services in the event Customer does not or subsequently fails to meet the eligibility requirements set forth herein.

Customer may purchase, access or use the Covered Services only if it is:

- (a) a non-profit organization that is currently tax-exempt with verified charitable status, as determined by applicable regulatory entities in the jurisdiction where Customer is registered as a charity (e.g., with respect to United States organizations, tax-exempt status under Section 501(c)(3) of the Internal Revenue Code);
- (b) an organization that is fiscally-sponsored by a tax-exempt charity, as defined in subsection (a) of this section, but only while said fiscal sponsorship remains effective;
- (c) an organization that, in SFDC's sole judgment, meets comprehensive and transparent standards for social responsibility (e.g., with respect to United States organizations, tax-exempt status under Section 501(c)(4) of the Internal Revenue Code); or
- (d) a public or private institution whose primary purpose is education, excluding for-profit universities or colleges.

For clarity, the following are not eligible to purchase under the Agreement:

- (i) an economic development organization, such as a local or regional chamber of commerce or business improvement district;
- (ii) a non-profit organization funded by local, state, provincial, or federal government, where said organization either functions without an independent board of directors or is managed by a government agency;
- (iii) a hospital, healthcare facility, academic medical center, or clinic, except for their associated educational fund-raising or foundation activities;

(iv) a health insurance organization or provider; or

(v) a group or individual health practice.

“P-10” SUBSCRIPTION TERMS: “P-10” (or “P10”) subscriptions means the ten User subscriptions for certain Services offered at no charge by SFDC to organizations that meet the eligibility requirements, and ordered by such organizations using SFDC’s standard processes. SFDC offers P-10 subscriptions in its sole discretion and may decline to provide P-10 subscriptions or terminate provisioned P-10 subscriptions at any time upon written notice to Customer. The following Product Special Terms also apply to P-10 subscriptions:

The Sandboxes that come with the Foundation Enterprise Edition Power of 10 Donation subscriptions are for testing and development use only, and not for production use. As part of its system maintenance, SFDC may delete any Sandbox that Customer has not logged into for 150 consecutive days. Thirty or more days before any such deletion, SFDC will notify Customer (email acceptable) that the Sandbox will be deleted if Customer does not log into it during that 30-day (or longer) period. Deletion of a Sandbox shall not terminate Customer’s Sandbox subscription; if a Sandbox is deleted during Customer’s Sandbox subscription term, Customer may create a new Sandbox. The following terms shall govern all of Customer’s use of the Scratch Orgs functionality: Scratch Orgs are for testing and development use only, and not for production use. As part of its system maintenance, SFDC will periodically delete any Scratch Org, including any associated data or Active Scratch Objects, as set forth in the Documentation. Deletion of an active Scratch Org shall not terminate Customer’s Scratch Org subscription; if an active Scratch Org is deleted during Customer’s Scratch Org subscription term, Customer may create a new active Scratch Org. Creation of new active Scratch Orgs count towards the daily scratch org limits set forth in the Documentation. Any representations, warranties and covenants in Customer’s Agreement regarding log retention, back-ups, disaster recovery, and return and deletion of data shall not apply to Scratch Orgs.

SFDC may offer Customer access to Einstein features via the Services. Customer’s use of the Einstein features shall be subject to the Order Form Supplement for Einstein features available at <https://www.salesforce.com/company/legal/agreements.jsp> (“Supplement”) which is hereby made part of this Order Form. Upon Customer’s first use of an Einstein feature in an instance of the Services, Customer will be presented with an In-App Message directing Customer to confirm acceptance of Einstein feature terms and conditions. Instructions for enabling/disabling each Einstein feature in any instance are outlined in the Documentation here:

https://help.salesforce.com/apex/HTViewSolution?urlname=Einstein-Enable-Disable&language=en_US. The functionality of the Einstein features shall not be considered a material component of the Services being provisioned hereunder. The Einstein features

are not available to some customers, including Government Cloud as stated in the Documentation.

To the extent that Customer ordered P-10 subscriptions through an online ordering process, and thereafter signs an Order Form with SFDC adding Users (beyond the ten P-10 Users) for the Services, said P-10 subscriptions shall become subject to the Agreement governing said Order Form, provided that the P-10 subscription terms described herein shall continue to apply. These P-10 SUBSCRIPTION TERMS may be updated in SFDC's sole discretion, and Customer's continued use of P-10 subscriptions shall constitute its acceptance of such updated terms.

ADDITIONAL TERMS: Customer may assign its rights and obligations under the Agreement only in accordance with the assignment provisions thereof and only if its assignee meets the eligibility requirements described in the "Eligibility" section above, and subject to the terms in the "P-10" SUBSCRIPTION TERMS section above.

Last updated: March 1, 2023