**Ken Adams’s Redraft of the Definition of “User” and Part of Section 2.6 of
the Salesforce Master Subscription Agreement**

1 December 2020

***BEFORE***

“User” means, in the case of an individual accepting these terms on his or her own behalf, such individual, or, in the case of an individual accepting this Agreement on behalf of a company or other legal entity, an individual who is authorized by Customer to use a Service, for whom Customer has purchased a subscription (or in the case of any Services provided by SFDC without charge, for whom a Service has been provisioned), and to whom Customer (or, when applicable, SFDC at Customer’s request) has supplied a user identification and password (for Services utilizing authentication). Users may include, for example, employees, consultants, contractors and agents of Customer, and third parties with which Customer transacts business. [*117 words*]

***AFTER***

“**User**” means (1) if the Customer is an individual, that individual, or (2) if the Customer is a legal entity, an individual (A) whom the Customer has authorized to use a Service and (B) in the case of Services using authentication, to whom SFDC (at the Customer’s request) or the Customer has provided a user identification and password. [*58 words*]

***BEFORE***

2.6 **Free Services.** SFDC may make Free Services available to Customer. Use of Free Services is subject to the terms and conditions of this Agreement. In the event of a conflict between this section and any other portion of this Agreement, this section shall control. Free Services are provided to Customer without charge up to certain limits as described in the Documentation. Usage over these limits requires Customer’s purchase of additional resources or services. Customer agrees that SFDC, in its sole discretion and for any or no reason, may terminate Customer’s access to the Free Services or any part thereof. Customer agrees that any termination of Customer’s access to the Free Services may be without prior notice, and Customer agrees that SFDC will not be liable to Customer or any third party for such termination. Customer is solely responsible for exporting Customer Data from the Free Services prior to termination of Customer’s access to the Free Services for any reason, provided that if SFDC terminates Customer’s account, except as required by law SFDC will provide Customer a reasonable opportunity to retrieve its Customer Data. [*183 words*]

***AFTER***

2.6 **Free Services**

If SFDC provides Free Services, the Customer’s use of those Free Services will be subject to this agreement and any limits stated in the Documentation. The Customer may purchase Services in excess of any such limits. SFDC may at any time and without notifying the Customer in advance terminate all or part of any Free Services. SFDC will not be liable to the Customer for damages the Customer or any nonparty incurs if SFDC terminates Free Services. The Customer is responsible for exporting Customer Data from Free Services before the Customer terminates those Free Services. If SFDC also terminates the Customer’s account, SFDC shall give the Customer whatever time is required by law (or, in the absence of any such requirement, a reasonable period of time) to retrieve Customer Data. [*130 words*]

**Ken Adams’s Redraft of sections 3.1 and 3.2 of
the Salesforce Master Subscription Agreement**

1 December 2020

***BEFORE***

3.1 **Subscriptions.** Unless otherwise provided in the applicable Order Form or Documentation, (a) Purchased Services and access to Content are purchased as subscriptions for the term stated in the applicable Order Form or in the applicable online purchasing portal, (b) subscriptions for Purchased Services may be added during a subscription term at the same pricing as the underlying subscription pricing, prorated for the portion of that subscription term remaining at the time the subscriptions are added, and (c) any added subscriptions will terminate on the same date as the underlying subscriptions. Customer agrees that its purchases are not contingent on the delivery of any future functionality or features, or dependent on any oral or written public comments made by SFDC regarding future functionality or features. [*124 words*]

***AFTER***

3.1 **Subscriptions**

SFDC shall permit the Customer to access Purchased Services during the subscription period stated in the Order Form, the Documentation, or the online purchasing portal for those Purchased Services. The subscription period for any additional Purchased Services the Customer purchases will end when the subscription period for the Customer’s existing Purchased Services ends, and the price for the Customer’s additional Purchased Services will be the same as the price for the Customer’s existing Purchased Services, prorated if the subscription period for the additional Purchased Services is less than a full subscription period. [*92 words*]

***BEFORE***

3.2 **Usage Limits.** Services and Content are subject to usage limits specified in Order Forms and Documentation. If Customer exceeds a contractual usage limit, SFDC may work with Customer to seek to reduce Customer’s usage so that it conforms to that limit. If, notwithstanding SFDC’s efforts, Customer is unable or unwilling to abide by a contractual usage limit, Customer will execute an Order Form for additional quantities of the applicable Services or Content promptly upon SFDC’s request, and/or pay any invoice for excess usage in accordance with the “Invoicing and Payment” section below. [*92 words*]

***AFTER***

3.1 **Usage Limits**

If the Customer’s use of Services exceeds usage limits stated in the Order Form and the Documentation for those Services and the Customer does not submit an Order Form increasing those usage limits, SFDC may charge the Customer for that excess use. At the request of the Customer, SFDC shall advise the Customer on how to use Services less. [*59 words*]

**Ken Adams’s Redraft of sections 4.1 and 5.2 of the
Salesforce Master Subscription Agreement**

1 December 2020

***BEFORE***

4.1 **Non-SFDC Products and Services.** SFDC or third parties may make available (for example, through a Marketplace or otherwise) third-party products or services, including, for example, Non-SFDC Applications and implementation and other consulting services. Any acquisition by Customer of such products or services, and any exchange of data between Customer and any Non-SFDC provider, product or service is solely between Customer and the applicable Non-SFDC provider. SFDC does not warrant or support Non-SFDC Applications or other Non-SFDC products or services, whether or not they are designated by SFDC as “certified” or otherwise, unless expressly provided otherwise in an Order Form. SFDC is not responsible for any disclosure, modification or deletion of Customer Data resulting from access by such Non-SFDC Application or its provider. [*122 words*]

***AFTER***

4.1 **Non-SFDC Products and Services**

The Customer acknowledges that SFDC might permit others to offer products (including Non-SFDC Applications) or services to SFDC customers, through a Marketplace or otherwise. If the Customer purchases any such product or service, SFDC will not be responsible for that purchase or any related exchange of data between the Customer and the provider of that product or service. Except as stated in an Order Form, the warranties SFDC makes in this agreement and any support SFDC is required to provide under this agreement do not apply to any such product or service, even if SFDC appears to endorse it, including by designating it as “certified.” SFDC is not responsible if Customer Data is disclosed, modified, or deleted as a result of the Customer using any such product or service or as a result of the provider of any such product or service having access to Customer Data. [*147 words*]

***BEFORE***

5.2 **Invoicing and Payment.** Customer will provide SFDC with valid and updated credit card information, or with a valid purchase order or alternative document reasonably acceptable to SFDC. If Customer provides credit card information to SFDC, Customer authorizes SFDC to charge such credit card for all Purchased Services listed in the Order Form for the initial subscription term and any renewal subscription term(s) as set forth in the “Term of Purchased Subscriptions” section below. Such charges shall be made in advance, either annually or in accordance with any different billing frequency stated in the applicable Order Form. If the Order Form specifies that payment will be by a method other than a credit card, SFDC will invoice Customer in advance and otherwise in accordance with the relevant Order Form. Unless otherwise stated in the Order Form, invoiced fees are due net 30 days from the invoice date. Customer is responsible for providing complete and accurate billing and contact information to SFDC and notifying SFDC of any changes to such information. [*169 words*]

***AFTER***

5.2 **Invoicing and Payment**

To effect a purchase under this agreement, the Customer must provide SFDC with its credit card information, a purchase order, or another document evidencing a payment mechanism reasonably acceptable to SFDC. The Customer shall pay for purchases under this agreement annually in advance, unless specified otherwise in an Order Form pertaining to a purchase. If an Order Form specifies payment other than by credit card, SFDC shall invoice the Customer in accordance with that Order Form. The Customer shall pay any such invoice no later than 30 days after the date of that invoice, unless the Order Form for that purchase specifies otherwise. The Customer shall provide SFDC with complete and accurate billing and contact information and shall notify SFDC promptly of any changes to that information. [*130 words*]