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Your Agreement with SFDC for Heroku Services

1 General Terms

1.1 Your use of the Heroku Service is governed by this agreement (the "Terms"). "SFDC" means salesforce.com, inc., a Delaware corporation with its principal place of business at The Landmark @ One Market, Suite 300, San Francisco, California 94105, and its subsidiaries and Affiliates (as defined below) involved in providing the Heroku Service. The "Heroku Services" means the Heroku cloud computing platform, the Heroku API and any other software or services offered by Heroku in connection to any of those, excluding Add-ons. "Affiliate" means any entity which directly or indirectly controls, is controlled by, or is under common control with the subject entity. "Control," for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.

1.2 In order to use the Heroku Services, you must first agree to the Terms. You can agree to the Terms by actually using the Heroku Services. You understand and agree that SFDC will treat your use of the Heroku Services as acceptance of the Terms from that point onwards.

1.3 If you have entered into or enter into a master subscription agreement with SFDC, that master subscription agreement shall not apply to Heroku Services, and Heroku Services shall not be considered a service or product or part of any service or product under such master subscription agreement, unless otherwise expressly agreed in writing by SFDC. The Heroku Services are delivered from an infrastructure different from the infrastructure underlying other SFDC services, and any representations or commitments by SFDC regarding the security or availability of its services or products do not apply to Heroku Services.

1.4 You may not use the Heroku Services if you are a person barred from receiving the Heroku Services under the laws of the United States or other countries, including the country in which you are resident or from which you use the Heroku Services.

1.5 You agree that your purchases of Heroku Services are not contingent on the delivery of any future functionality or features or dependent on any oral or written public comments made by SFDC or any of its

