



IdeaExchange Terms of Use

Introduction

These terms of use ("Terms") govern your use of this website and the IdeaExchange, an online forum for posting requests for feature proposals, together with its associated community of customers, developers, partners and users. Among other things, the IdeaExchange allows you to post, comment on, review and vote on prospective features that integrate with the Salesforce.com and AppExchange.com websites.

These Terms are not intended to answer every question or address every issue raised by the use of the IdeaExchange, and salesforce.com reserves the right to modify them at any time, effective upon the posting of modified Terms. We believe the IdeaExchange will evolve over time in ways we cannot predict. For example, while access to the IdeaExchange is currently free of charge, as are many of the feature proposals listed, charges may be imposed in the future. You are encouraged to review these Terms from time to time to keep apprised of any changes, and you agree to abide by these Terms as they may be modified. Any violation of these Terms may result in the suspension or termination of your ability to use the IdeaExchange or otherwise participate in the IdeaExchange community.

Some of these terms govern the behavior of creators of IdeaExchange feature proposals, some govern the behavior of reviewers of IdeaExchange feature proposals, and some are applicable to all. We urge you to read these Terms in their entirety to gain a more complete understanding of the details of the use policies, limitations and risks.

Posting of Feature Proposals

You are encouraged to submit feature proposals to salesforce.com for review and possible posting on the IdeaExchange. Details regarding how to submit feature proposals for review can be found in the FAQ. Salesforce.com reserves the right, in its sole discretion and for any reason at any time, to refuse to post, or to suspend or remove, any feature proposal on the IdeaExchange.

As used in this section entitled "Posting of Feature proposals," "you" or "your" shall include the company or other entity with which you are employed or otherwise affiliated, to the extent such entity owns or otherwise has rights in the feature proposal you are submitting for posting. You represent that you are authorized by your company to submit your feature proposal for posting.

In consideration for salesforce.com permitting you to post your feature proposal on the IdeaExchange (whether the feature proposal is adopted), you agree to the following:

- You represent and warrant that you own or otherwise possess all intellectual property and other rights necessary to allow you to post your feature proposal on, and distribute it through, the IdeaExchange and to permit others to install and use your feature proposal.
- You acknowledge that, to the best of your knowledge and belief, your submissions of feature proposals on the IdeaExchange do not make you a contributing inventor to any inventions that may arise during development by salesforce.com of any products, services or applications implementing your feature proposals. Your preceding acknowledgement notwithstanding, in the event that you are determined to be a contributing inventor to an invention based upon your postings on the IdeaExchange, by salesforce.com in its own discretion or by any court or government agency competent to make such a determination, you promise to: (a) cooperate with salesforce.com in procuring patents to protect the invention; (b) execute all necessary paperwork required to procure patents to the invention on salesforce.com's behalf; and (c) at salesforce.com's request execute any assignments assigning ownership of any patents or patent applications to the invention to salesforce.com.
- You acknowledge that salesforce.com may, at its sole discretion, elect to develop and market products, services or applications that incorporate feature proposals that you submit on the IdeaExchange, and you agree not to make any claims against salesforce.com or anyone using a product or service marketed by salesforce.com related to the development and offering of such products, services or applications whether

your feature proposals are adopted, not adopted or adopted but modified in any product, service or application.

- You waive any intellectual property or other claims you may have now or in the future against salesforce.com or anyone using a product or service marketed by salesforce.com relating to the operation of the IdeaExchange, the hosting by salesforce.com of other parties' feature proposals on the IdeaExchange, and the hosting by salesforce.com of user reviews.
- To the extent you possess now or in the future any copyright, patent or other intellectual property rights that may be infringed by the operation of the IdeaExchange itself (excluding the content of individual feature proposals), you hereby grant to salesforce.com a nonexclusive, worldwide, irrevocable, perpetual, transferable (only to a successor of salesforce.com by way of merger, acquisition or corporate reorganization), fully paid-up, royalty-free sub-licensable license to all such rights with respect to the operation of the IdeaExchange as it may be modified from time to time.
- You acknowledge that anything (i.e., reviews, opinions or even predictions) posted on the IdeaExchange by any person, regardless of that person's affiliation or non-affiliation with salesforce.com, reflects only the opinions of the person making the post. In particular, you acknowledge that nothing posted on the IdeaExchange gives rise in any way to a promise or undertaking by salesforce.com to adopt, or refrain from adopting, any feature proposal or course of action regarding any feature proposal and that any reliance upon such postings is solely at your own risk. **Any unreleased services or features discussed on the IdeaExchange or in other salesforce.com websites are not currently available and may not be delivered on time or at all. If you purchase our services, you should make the purchase decisions based upon features that are currently available. Salesforce.com reserves the right to change its product and service plans at any time without notice, in our sole discretion.**

Reviews

The IdeaExchange allows you to post reviews of feature proposals you have read. In order for reviews to be useful to other users, they must be made in good faith after reasonable evaluation of the full feature proposal. Accordingly:

- You may post only one review per feature proposal, unless the subsequent review reflects a good faith rating change based on further evaluation.
- If you post a review of your own feature proposal, you must disclose your affiliation.
- If you post a review of a competitor's feature proposal, you must disclose your affiliation.

Salesforce.com reserves the right, in its sole discretion and for any reason at any time, to remove or edit any review on the IdeaExchange.

Content unrelated to a review of the relevant feature proposal – for example, discussing the employees, business or stock of salesforce.com or other companies, or unrelated products or services – is prohibited. In addition, reviews may not contain content that:

- is inconsistent with the permissible uses contemplated by these Terms;
- is harmful, threatening, abusive, insulting, harassing, defamatory, libelous, profane, sexually explicit, obscene, or otherwise offensive or objectionable;
- is false, fraudulent or misleading;
- violates applicable law, including any privacy, intellectual property or other rights of a third party, or suggests or encourages unlawful activity;
- constitutes advertising or any other form of commercial solicitation; or
- impersonates any other person or entity, including a salesforce.com employee.

Posting of hypertext links to third-party sites is discouraged, unless relevant to the review (for example, a link to a publication containing a review of the relevant feature proposal).

Salesforce.com does not claim ownership of the content of reviews you post on the IdeaExchange. However, with respect to all such content, you hereby grant salesforce.com a nonexclusive, worldwide, irrevocable, perpetual, transferable (only to a successor of salesforce.com by way of merger, acquisition or corporate reorganization), fully paid-up, royalty-free sub-licensable license to use, distribute, reproduce, modify, excerpt, attribute, adapt, publicly perform and publicly display such content (in whole or in part) and to incorporate such content into other works in any format or medium now known or later developed and to permit others to do so.

Aliases

You will be allowed to choose an alias (in lieu of your salesforce.com user id) when posting a review, or you may choose to post anonymously. You may not use an alias (other than anonymous) that is already being used by someone else, impersonates another person, violates the intellectual property or other rights of any person, is deemed vulgar or otherwise offensive or inappropriate by salesforce.com in its sole discretion, or that salesforce.com rejects for any other reason in its sole discretion.

Trademarks

Salesforce.com, the "No Software" logo, IdeaExchange and other marks of salesforce.com used on the IdeaExchange site are owned by salesforce.com and may not be used in any manner without salesforce.com's express prior written consent.

Enforcement

Salesforce.com generally does not pre-screen, verify, edit or moderate the content of reviews posted by users in the IdeaExchange but may do so from time to time in its sole discretion. Salesforce.com and its agents reserve the right to investigate any violation of these Terms and to take appropriate remedial action. Salesforce.com has absolute discretion to enforce these Terms, including, but not limited to, warning users of violations, disabling or suspending privileges and/or access, deleting, screening or editing any content, or prohibiting any behavior that does not comply with these Terms, or which is otherwise inappropriate, harmful, objectionable or inaccurate.

Salesforce.com may release information concerning your use of the IdeaExchange (including posted content, registration information, and network records) when it believes release is appropriate to comply with the law (e.g., pursuant to a subpoena, warrant or court order); to enforce or apply these Terms; to protect salesforce.com's rights or property; to protect against fraudulent, abusive or unlawful use of the IdeaExchange; or if salesforce.com reasonably believes that a situation involving imminent danger of death or serious bodily injury to any person requires disclosure.

Deliberate attempts by you or someone on your behalf to evade or circumvent the suspension or termination of your rights to use the IdeaExchange violates these Terms, constitutes an unlawful trespass to salesforce.com's equipment and systems, and may result in legal action.

To report violations of these Terms, please email legal@salesforce.com with appropriate details, including your contact information.

Disclaimer of Warranties; Limitation of Liability

Many of the feature proposals and much of the content posted on the IdeaExchange are provided by third parties like you. Each third-party content is the sole responsibility of the originator of that content. Salesforce.com is not responsible for any third-party content, whether or not it reviewed or moderated such content. You agree to indemnify and hold salesforce.com and its subsidiaries, affiliates, officers, agents, and employees harmless from any claim, including reasonable attorneys fees, made by any third party arising out of feature proposals or content you submit to or post on the IdeaExchange, your use of the IdeaExchange, your violation of these Terms, or your violation of any rights of a third party.

You agree that you bear all risks associated with using or relying upon feature proposals and content on the IdeaExchange. Salesforce.com does not in any way warrant the accuracy, reliability, completeness, usefulness, non-infringement, or quality of any feature proposals or content on the IdeaExchange, regardless of who originated that content (including salesforce.com employees, partners, affiliates or moderators), and hereby disclaims all express and implied warranties, including any implied warranties of merchantability or fitness for a particular purpose, relating to such feature proposals or content. Salesforce.com shall not be liable or responsible in any way for any losses or damage of any kind, including lost profits or other indirect or consequential damages, relating to your use of or reliance upon any feature proposals or content on the IdeaExchange.

General

These Terms do not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between you and salesforce.com. You may not assign your rights or obligations under these Terms, whether by

operation of law or otherwise, without salesforce.com's prior written consent. These Terms will be governed exclusively by the internal laws of the State of California. The courts located in San Francisco County, California shall have exclusive jurisdiction to adjudicate any dispute arising out of or relating to these Terms. You and salesforce.com both consent to the exclusive jurisdiction of such courts. These Terms constitute the entire agreement between you and salesforce.com, and supersede all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter.

Questions and Comments

If you have questions or comments about these Terms or the IdeaExchange in general, please refer to the FAQ or contact salesforce.com via the "Contact" link on the home page.

Copyright 2006 salesforce.com, inc. All rights reserved. Effective September 2006.