# **Heroku Notices and License Information**

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#### Services Covered

This Documentation is applicable to the services branded as Heroku, Salesforce Functions (including Salesforce Elastic Services) and the Heroku API (the "Heroku Services") provided by Salesforce, Inc. and /or its affiliates (collectively, "Salesforce").

## **Purpose of This Documentation**

This Documentation describes certain features, restrictions, policies, and notices associated with any:

- Information sourced from third parties or public sources and provided to customers via the Heroku Services;
- Heroku Service functionality that allows customers to interact with third party products, services, platforms, data source, social media and other websites; and
- desktop and mobile device software applications provided in connection with the Heroku Services.

See your Order Form(s) for additional terms that may apply to your use of the Heroku Services.

## **Customer Data**

This documentation does not modify Salesforce's obligations with respect to Customer Data as defined in Salesforce's MSA.

## **Acceptable Use and External Facing Services Policy**

The Heroku Services are subject to the Acceptable Use and External-Facing Services Policy, as applicable.

## MFA Requirement for Using the Heroku Services

Starting February 1, 2022, Salesforce will begin requiring customers to enable Multi-Factor Authentication (MFA) for all Heroku Services, unless otherwise approved by Salesforce in accordance with Salesforce internal policies and procedures. Customer must satisfy the MFA requirement by either: (1) enabling Multi-Factor Authentication for all users who log in to Customer's Heroku Services through the user interface or (2) ensuring MFA is enabled for all users who use Single Sign-On (SSO) to access Customer's Heroku Services, by using the SSO provider's MFA services or, where supported, by turning MFA on in Salesforce products. Further information on MFA, including acceptable verification methods for MFA, can be found <a href="https://example.com/here-new-market

## **Restricted Uses**

- Each user of the Heroku Services must have unique login credentials to the Heroku Services, except to the extent otherwise expressly permitted in the Documentation for the Heroku Services.
- You may not, and may not permit any third party to, create accounts with automation or register accounts in bulk, in each case without the prior written approval of Salesforce.
- You may not use the Heroku Services or any Heroku Elements (as defined below) in connection with peer-to-peer file sharing.
- You may not directly or indirectly access or permit access to or use of the Heroku Services or any Heroku Element in a manner intended to avoid incurring fees.
- You may perform penetration testing and security scanning on your applications running on the Heroku Services without prior consent from Salesforce, provided that these tests and scans must

- be low volume and not appear to be denial-of-service attacks, and must be performed in accordance with the Documentation.
- You may not perform, and may not allow any third party to perform, load testing without first
  obtaining Salesforce's prior written consent (which may be given by email), as otherwise the load
  testing may be treated as denial-of-service attacks. Any load testing must follow the Heroku load
  testing guidelines available at <a href="https://devcenter.heroku.com/articles/load-testing-guidelines">https://devcenter.heroku.com/articles/load-testing-guidelines</a> (or
  such URL as Salesforce may provide from time to time).

## **Limits & Quotas**

- Use of the Heroku Services is subject to certain hard and soft limits as set forth in the Documentation (e.g., <u>here</u> and <u>here</u>). Hard limits are automatically enforced by the Heroku Service. Soft limits are consumable resources that you agree not to exceed.
- The Heroku Services do not permit you to exceed the hard limits. Salesforce reserves the right to enforce soft limits in its sole discretion, which may result in Salesforce serving a "quota exceeded" page or other notice to you or your users. Repeated exceeding of the hard or soft limits may lead to termination of your account.
- Certain Heroku Services or resources may be provided to you without charge up to certain limits.
   Usage over the applicable limit requires your purchase of additional resources or services. The
   pricing for additional resources and services can be found at <a href="https://www.heroku.com/pricing">https://www.heroku.com/pricing</a> (or
   such URL as Salesforce may provide from time to time).
- Charges for Heroku Services and Heroku Elements are based solely on Salesforce's measurements of your and your users' use of the Heroku Services and Heroku Elements, unless otherwise agreed in writing by you and Salesforce.

## **Third-Party Platforms**

- The Heroku Services may interoperate or integrate with, and may allow customers and their users
  to interact with third-party products, services and platforms, including Non-SFDC Applications,
  Content, websites, products, services, and platforms operated by, on behalf of, purchased,
  obtained or provisioned by a customer of the Heroku Services and/or the Heroku Elements
  Marketplace (collectively "Third-Party Platforms").
- To the extent applicable, customers and users of any such Third-Party Platform must comply with the additional terms and policies relevant to such Third-Party Platform.
- Customers must enable the Heroku Services as may be required to access their Third-Party Platform accounts.
- The Heroku Services may access, collect, process, and/or store information, data, content, materials or resources from Third-Party Platform accounts (including, without limitation, information otherwise classified as Customer Data under a customer's agreement with Salesforce).
- Customers are solely responsible for any information, data, content, materials or resources their users provide to any Third-Party Platform.
- Customers are solely responsible for any information, data, content, materials or resources accessed by their users from any Third-Party Platform.
- Customers are solely responsible for their users' interactions or communications with third parties through any Third-Party Platforms.

- Customers are solely responsible for any transactions relating to a separate agreement or arrangement between Customers or their users and any Third-Party Platform provider or website, and for complying with such agreements.
- Customers are solely responsible for ensuring they have the necessary rights from any Third-Party Platform provider to enable the integration between the Heroku Services and the Third-Party Platform.
- Salesforce is not responsible for and does not endorse any Third-Party Platform, including the
  pricing, availability or quality of any Third-Party Platform, or any information, data, content,
  materials or resources available from any Third-Party Platform.
- Salesforce is not liable for any loss or damage which may be incurred by Customers or users as a
  result of any change in pricing or the availability or quality of any Third-Party Platform, or as a
  result of any reliance placed by Customers or users on the completeness, accuracy or existence of
  any information, data, content, materials or resources on or available from any Third-Party
  Platform.

# **Heroku Elements Marketplace**

- Add-ons, buttons, and buildpacks for use in connection with the Heroku Services ("Heroku Elements") are available at the Heroku Elements Marketplace, which is located at <a href="https://elements.heroku.com/">https://elements.heroku.com/</a> (or such URL as Salesforce may provide from time to time) ("Heroku Elements Marketplace").
- Heroku Elements are Non-SFDC Applications unless otherwise expressly specified by Salesforce.
- The terms of a Customer's agreement with a Heroku Elements provider are solely as agreed between the Customer and the Heroku Elements provider.
- Salesforce does not warrant or support Heroku Elements provided by a Customer or third parties, and Heroku Elements are provided as-is and as-available, exclusive of any warranty whatsoever.
   Salesforce may provide technical infrastructure to facilitate Customer access to support for such Heroku Elements.
- Heroku Elements may contain Content.
- A Heroku Elements provider's participation in the Heroku Elements Marketplace is governed by a separate written agreement between such provider and Salesforce.

## **Heroku Dev Center**

The Heroku Services' documentation located at <a href="https://devcenter.heroku.com/">https://devcenter.heroku.com/</a> ("Dev Center") may include Content and information submitted by third parties regarding the Heroku Services and Heroku Elements, and is provided "as is," exclusive of any warranty whatsoever.

#### **Distributed Software**

- Notices and license terms applicable to the Heroku Command Line Interface (which is a free, open source tool made available under the ISC license) and its plugins may be found here:
   <a href="https://github.com/heroku/cli">https://github.com/heroku/cli</a> and <a href="https://cli.heroku.com">https://cli.heroku.com</a>. Salesforce may make other developer tools available under separate legal terms or license agreements that supersede the terms of your MSA with Salesforce.
- Salesforce may make available various libraries, examples, and demos (or components thereof) at <a href="https://github.com/heroku">https://github.com/heroku</a>, each of which may be made available under the terms of its own license and may include open source software license(s). Please check the relevant listings and repositories for details.

- Salesforce may make available various add-ons, buttons and buildpacks at the <u>Heroku Elements</u>
   <u>Marketplace</u>. Each such Heroku Element or any component thereof may be made available under
   the terms of its own license and may include open source software license(s). Please check the
   relevant listings and repositories for details.
- Developer tools and components of the Heroku Services and Heroku Elements may be released
  under an open source software license, and such licenses will constitute separate written
  agreements. To the extent that such open source software licenses conflict with or expressly
  supersede the terms of your MSA with Salesforce, as applicable, the open source licenses govern
  your use of the applicable developer tools and components of the Heroku Services and such
  Heroku Elements.

## **Interoperation with Other Services**

The Heroku Services may interoperate or integrate with other services provided by Salesforce or third parties. The Notices and License Information documentation for such services provided by Salesforce is available in the <a href="Trust and Compliance Documentation">Trust and Compliance Documentation</a>.