

## Salesforce.com Service Terms of Use

*Version: April 2024*

These Salesforce.com Service Terms of Use (the “**Terms**”) are supplemental to the Master Agreement (defined below) entered into between Reseller (defined below) and You (defined below) and shall apply in connection with Your use of the Reseller Application (defined below). These Terms are hereby incorporated by reference and made part of the Master Agreement. Capitalized terms used, but not defined, herein shall have the same meaning as in the Master Agreement. In the event of any conflict between these Terms and the Master Agreement, these terms shall control and prevail with respect to Your use of the Reseller Application.

1. **Definitions.** For purposes of these Terms the following definitions shall apply:

- a. "*AppExchange*" means the online directory of on-demand applications that work with the Service, located at <http://www.appexchange.com> or at any successor websites.
- b. "*Master Agreement*" means the “Master Subscription Agreement”, or other master license agreement governing Your access to and use of the Reseller Application.
- c. "*Reseller*” means the “Licensor” under the Master Agreement.
- d. "*Reseller Application*” means the Licensor’s software application that runs on the SFDC Platform.
- e. "*Platform*" means the online, Web-based platform service licensed by SFDC to Reseller in connection with Reseller’s provisioning of the Reseller Application to You.
- f. "*SFDC Service*” means the online, Web-based application and platform service generally made available to the public via <http://www.salesforce.com> and/or other designated websites, including associated offline components but excluding AppExchange applications.
- g. "*SFDC*” means Salesforce.com.
- h. "*Users*" means Your employees, representatives, consultants, contractors or agents who are authorized by You to use the SFDC Service subject to these Terms, including the SFDC Service Terms of Use, as a result of a subscription to the Reseller Application having been purchased for such User, and have been supplied user identifications and passwords by You (or by Salesforce.com or Reseller at Your request).
- i. "*You*” and “*Your*” means the “Customer” or “Licensee” that has contracted with Reseller to purchase subscription licenses to use the Reseller Application subject to the conditions of the SFDC Service Agreement (SFDC USAGE TERMS), together with any other terms required by Reseller.
- j. "*Your Data*" means all electronic data or information submitted by You as and to the extent it resides in the SFDC Service.

## 2. SFDC Platform

- a. The SFDC Platform is owned and operated by Salesforce.com. The Reseller Application that Reseller provides and runs on this Platform is owned and operated by Reseller. You acknowledge and agree that You are contracting solely with Reseller and are not entering into a contractual relationship with SFDC. If Reseller ceases business and/or provision of the Reseller Application, SFDC is under no obligation to provide access to the Reseller Application, to refund to You any fees paid by You to Reseller, or to assume the relationship with You except as provided in the SFDC Service Terms of Use. SFDC has no liability for the Reseller Application or for its continued availability except as provided in the SFDC Service Terms of Use.
- b. In addition to these Terms and the terms and conditions of the Master Agreement, You agree with the terms and conditions that SFDC sets for the usage of the SFDC Service as described in the SFDC Service Terms of Use set forth in Section 3 below.
- c. You shall not develop applications for internal use with the online services provided by SFDC to Reseller in connection with Reseller's provision of the Reseller Application to You. You shall not extend the SFDC Services using additional custom objects, and Your use of the SFDC Services in connection with the Reseller Application is limited to the objects and functionalities included in the Reseller Application and those functionalities of the SFDC Platform strictly necessary for the operation of the Reseller Application. You may not use the SFDC Service to run third-party applications other than those made available by other SFDC resellers.
- d. You acknowledge and agree that Reseller shall be provided with all required access to Your Salesforce instance for the purpose of providing and maintaining the Reseller Application.
- e. You acknowledge that the Reseller Application is built upon the SFDC Platform which is owned and operated by SFDC, and as such Reseller has no direct control over the availability or performance of the SFDC Service. Reseller expressly disclaims any liability for any downtime or unavailability of, or defect in, the SFDC Service.
- f. Reseller shall only provide support for the then-current Release of the Reseller Application, and the two (2) immediately preceding Releases (N-2). If You are operating a version of the Reseller Application older than N-2 and encountering issues, You will be required to upgrade to the then-current version to obtain support. For the purpose of responding to a support request, Reseller reserves the right to install a less than current version of the Reseller Application in Your environment if deemed appropriate by Reseller under the circumstances. Reseller reserves the right to update its support policies in its reasonable discretion and subject to notice to Your Support Contacts.
- g. **In addition to the terms set forth in the Master Agreement, You acknowledge that Reseller and SFDC store Licensee Data as part of the Reseller Service, and You agree that Reseller and SFDC have no obligation to retain, and Reseller and SFDC shall delete Your Data following termination or expiration of the Master Agreement in accordance with their respective standard data retention policies (as applicable). For Your Data stored by SFDC, it is Your responsibility to ensure that You retrieve a backup of Your Data from SFDC prior to expiration or termination of the Master Agreement. For Your Data stored by Reseller, you**

**may obtain a backup of Your Data in accordance with the terms set forth in the Master Agreement.**

h. Reseller may update these Terms from time to time and will post updated “Versions” of these Terms at <https://www.bullhorn.com/legal-terms/supplemental-terms/salesforce.pdf>. It is Your responsibility to regularly check <https://www.bullhorn.com/legal-terms/supplemental-terms/salesforce.pdf> for the most recent Version. You may subscribe to receive email notifications when updated Versions are posted by completing and submitting the form at <https://www.bullhorn.com/legal-terms/supplemental-terms>. Except with respect to amendments or changes required by applicable law, You may object to the terms of the updated Version by notifying Us through completion of the form at <https://www.bullhorn.com/legal-terms/supplemental-terms> within ten (10) business days of the date of the then-current Version (the “**Notice Period**”). If You notify Us of Your objection within the Notice Period, then the Terms in effect immediately prior to the then-current Version shall apply to Your use of the Reseller Application until the end of Your then current Initial Term or Renewal Term, as the case may be. When the Reseller Application is renewed, it will be renewed under the then current Version of these Terms.

3. **SFDC Service Terms Of Use.** The following terms and conditions are required by Salesforce.com, and Salesforce.com is a third-party beneficiary with respect to such terms:

Bullhorn Entity	SFDC Usage Terms
Jobscience, Inc.	<a href="http://www.bullhorn.com/private/Jobscience_SFDC_Terms.pdf">http://www.bullhorn.com/private/Jobscience_SFDC_Terms.pdf</a>
Mployee B.V.	<a href="http://www.bullhorn.com/private/Mployee_SFDC_Terms.pdf">http://www.bullhorn.com/private/Mployee_SFDC_Terms.pdf</a>
Sirenum Limited	<a href="http://www.bullhorn.com/private/Sirenum_SFDC_Terms.pdf">http://www.bullhorn.com/private/Sirenum_SFDC_Terms.pdf</a>
Talent Rover, LLC Talent Rover Ireland Limited	<a href="http://www.bullhorn.com/private/TalentRover_SFDC_Terms.pdf">http://www.bullhorn.com/private/TalentRover_SFDC_Terms.pdf</a>
Total Resource Solutions B.V.	<a href="http://www.bullhorn.com/private/TRS_SFDC_Terms.pdf">http://www.bullhorn.com/private/TRS_SFDC_Terms.pdf</a>