B2C Commerce/Commerce Cloud Notices and License Information

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Services Covered

This documentation is applicable to the services branded as B2C Commerce or Salesforce Commerce Cloud (formerly "Demandware"), which includes Commerce Cloud Digital (B2C Commerce GMV or B2C Commerce PPO) which may include Managed Runtime, Commerce Cloud Einstein (including services formerly branded by Demandware, Inc. as Predictive Email), B2C Commerce Order Management¹, and Commerce Marketplace(collectively, the "B2C Commerce Services"), provided by Salesforce, Inc. or Demandware, LLC., a Salesforce company ("Salesforce").

Purpose of This Documentation

This documentation describes features, restrictions and notices associated with any:

- information sourced from third parties and provided to users via the B2C Commerce Services;
- B2C Commerce Services functionality that allows users to interact with third-party products, services or platforms; and
- desktop and mobile device software applications provided in connection with the B2C Commerce Services.

Customer Data^{*}

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

MFA Requirement for Using the B2C Commerce Services

Starting February 1, 2022, Salesforce will begin requiring customers to enable Multi-Factor Authentication (MFA) for all B2C Commerce 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 B2C Commerce Services through the user interface or (2) ensuring MFA is enabled for all users who use Single Sign-On (SSO) to access Customer's B2C Commerce 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 here.

Data Resource Usage

Customers with a Digital GMV subscription are entitled to the following data resource usage on a per annum basis: (I) Data Storage: (a) 200 GB per Realm, (b) 10 GB per Sandbox (c) 60 GB per each \$1 million USD of GMV purchased, and (d) 1,200 GB per B2C Commerce Order Management add-on subscription; (II) Data Transfer: (a) 4 TB per Realm; and (b) 4 TB per each \$1 million of GMV purchased; and (III) Processing Seconds: (a) 7 million processing seconds per Realm; (b) 17 million processing seconds per each \$1 million USD² of GMV.

¹ Any reference to "B2C Commerce Order Management" in this documentation refers to the version of Order Management released prior to February 19, 2020. For versions of Order Management released on or after February 19, 2020 ("Salesforce Order Management"), please see the Salesforce Services documentation <u>here</u>.

² Where customers are invoiced in currency other than USD, the GMV amount will be converted to the applicable currency using the average monthly conversion rate for the applicable month hosted at oanda.com. In the event customer exceeds any of the foregoing entitlements in 3 or more consecutive calendar months, Salesforce may

Restricted Uses

In addition to any obligations and restrictions set forth in customer's agreement, customer shall not: (i) use the B2C Commerce Services for the delivery of advertising content that causes the generation of a user session (e.g., use of the B2C Commerce Services as an ad server); (ii) create links to or from the B2C Commerce Services, or use any content forming part of the B2C Commerce Services, in such a manner as to circumvent or otherwise reduce entitlements, such as circumventing the checkout process of the B2C Commerce Services or otherwise reduce the GMV or Orders processed through the B2C Commerce Services; or (iii) enable any competitor of Salesforce or its affiliates to access the B2C Commerce Services, directly or indirectly.

Cooperation

In the event of a distributed denial of service ("DDoS") event impacting one or more of customer's websites, customer will promptly make changes, or direct its hosting and/or service providers to make changes, to customer's network equipment and/or infrastructure as requested by Salesforce or its affiliate, in order to enable Salesforce or its affiliate to continue to provide the B2C Commerce Services in accordance with the customer's agreement during the period the DDoS event is occurring. Customer is responsible for obtaining all necessary authorizations and permissions to effect such changes and for all fees or charges incurred in routing customer's internet traffic to the network designed by Salesforce or its affiliate. Salesforce will provide information as reasonably requested by customer's technical personnel to facilitate such re-routing of internet traffic. Customer shall promptly reroute internet traffic back to its previous infrastructure upon notice from Salesforce or its affiliate that the DDoS event has abated. Failure to promptly reroute internet traffic may result in customer incurring additional fees.

Customer will cooperate with Salesforce to facilitate provisioning and relocation of any Realm within a geographic region as may be required by Salesforce from time to time and cooperate with Salesforce in connection with any issuance of or changes to SSL Certificates, including the provision of required information and certificates.

Acceptable Use and External-Facing Services Policy

The B2C Commerce Services are subject to the <u>Acceptable Use and External-Facing Services Policy</u>, as applicable.

Third-Party Platforms

The B2C Commerce Services allow users to interact with third-party products, services and platforms, including non-SFDC Applications, websites, products, services and platforms operated by or on behalf of a customer of the B2C Commerce Services whether through a partner of Salesforce or otherwise (collectively "Third-Party Platforms").

 Customers must enable the B2C Commerce Services as may be required to access Third-Party Platforms.

require the customer to enter into an order form to purchase additional GMV, provided Salesforce has notified customer of overages in the previous 2 months. Customer understands that the foregoing limitations are contractual in nature (i.e., it is not limited as a technical matter in the B2C Commerce Services) and therefore agrees to strictly review its Users' use of such subscriptions and enforce the limit set forth herein. Salesforce may review customer's use of the subscriptions at any time through the Service.

- The B2C Commerce Services may access, collect, process, and/or store information or content from Third-Party Platforms (including information otherwise classified as Customer Data under a customer's agreement with Salesforce).
- Customers are solely responsible for any content their users or consumers provide to any Third-Party Platform.
- Customers are solely responsible for any information accessed by their users, consumers or any third party from any Third-Party Platform.
- Customers are solely responsible for their users' and consumers' interactions or communications with third parties through any Third-Party Platform.
- Customers are solely responsible for any transactions relating to a separate agreement or arrangement between customers or their users or consumers and any Third-Party Platform provider or website and otherwise 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 B2C Commerce Services and the Third-Party Platform.

Third-Party Notices

The following notices apply to Third-Party Platforms and other commercial entities that interoperate with the B2C Commerce Services:

- Android Pay: Customer's use of Android Pay must comply with the <u>Android Pay Terms of Service</u> (non-US users), <u>Android Pay Terms of Service</u> (<u>US users</u>), <u>Android Pay Content Policies</u>, <u>Play Developer Policies</u>, <u>Google APIs Terms of Service</u>, <u>Android Pay Brand Guidelines</u>, <u>Google Brand Features Guidelines</u>, and any other applicable terms that Customer has agreed to with Google.
- **Apple Pay**: Customer's use of Apple Pay must comply with any Apple Pay Merchant Terms and Conditions that customer has entered into with Apple Inc.
- Facebook: Customer's use of Facebook must comply with the <u>Facebook Terms of Service</u>, <u>Facebook Statement of Rights and Responsibilities</u>, the <u>Facebook Platform Policy</u>, the <u>Facebook Commerce Product Merchant Agreement</u>, the <u>Facebook Product Catalogue Terms</u>, and any other applicable terms that Customer has agreed to with Facebook.
- **GitHub:** Customer's use of GitHub must comply with the <u>GitHub Terms of Service</u> and any other applicable terms that Customer has agreed to with GitHub.
- Google: Customers use of Google services must comply with the Google Terms of Service, the Google+ Platform Buttons Policy, and any other applicable terms that Customer has agreed to with Google.
- **Google Analytics**: Interaction with the B2C Commerce Services is subject to the <u>Google Analytics</u> partner privacy policy.
- Instagram: Customer's use of Instagram must comply with the <u>Instagram Terms of Use</u>, the <u>Instagram Platform Policy</u>, the <u>sign up procedures</u> for converting to a business profile, and any other applicable terms that Customer has agreed to with Instagram.
- **LinkedIn**: Customer's use of LinkedIn must comply with the <u>LinkedIn User Agreement</u>, the <u>API Terms of Use</u>, and any other applicable terms that Customer has agreed to with LinkedIn.
- **Microsoft:** Customer's use of Microsoft services must comply with the <u>Microsoft Services</u>
 Agreement and any other applicable terms that Customer has agreed to with Microsoft.
- **Stripe:** If Customer has purchased B2C Commerce Payments for payment processing services and functionality provided by Stripe, Customer must accept the terms of the Stripe Connected Account Agreement and any other applicable terms that Customer has agreed to with Stripe.

Customer's use of Third-Party Platforms and commercial entities that interoperate with B2C Commerce Order Management and/or B2C Commerce Payments must also comply with all applicable terms the Customer has agreed to with respect to any Third-Party Platform, including each of the following: Adyen, Authorize.Net, Authorize.Net CIM, Cybersource, Cayan, First Data Global, Klarna US & UK, Moneris eSelectPlus (Canada), Paypal, Paypal Credit, Paypal DirectPay, Paypal PayFlow Pro, Sage Pay (Protx), Vantiv, Givex, First Data Value Link, Payment Tech Tampa, Payment Tech Salem, Profit Point, Avalara/Avatax, Vertex, Cybersource Tax, Cybersource Decision Manager, USPS, UPS, DHL, FedEx, Canada Post, Amazon and eBay.

Distributed Software

Please see the <u>Salesforce Open Source Notices website</u> for any additional notices required by licensors related to distributed components of the B2C Commerce Services.

Interoperation with Other Services

The B2C Commerce Services may interoperate 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 Trust and Compliance Documentation.