# Salesforce Fulfillment Reseller Program Policies

Version: March 1, 2024

These Salesforce Fulfillment Reseller Program Policies ("Policies") are current as of the version date set forth above and shall remain in effect unless and until they are superseded at this same (or redirected) URL by a version with a later version date. SFDC may update or modify these Policies in its sole discretion, with or without notice to the Fulfillment Reseller ("Reseller").

Resellers must comply with these Policies as well as the Salesforce Reseller Agreement and the Fulfillment Reseller Addendum (collectively, the "Reseller Agreement") in order to participate in the SFDC Fulfillment Reseller Program. In the event of any conflict or inconsistency between the Policies and any materials provided by Salesforce in the Partner Community, these Policies shall control. Capitalized terms not defined in these Policies have the meaning given to them in the Reseller Agreement.

#### SFDC Fulfillment Reseller Overview

SFDC Fulfillment Reseller Partners solidify the ability of SFDC to innovate and help companies connect with their customers in entirely new ways by adding the ability to transact where SFDC currently may not due to the currency of the region or a dedicated procurement arrangement. Reseller is solely responsible for determining its pricing to Reseller end-Customers.

#### Reseller Agreement / Compliance & Due Diligence

The Reseller must enter into and comply with the terms of the Reseller Agreement with SFDC. In addition, the Reseller must successfully clear SFDC's legal due diligence review. The SFDC Compliance Certification and Due Diligence Questionnaire are available at

<u>https://www.salesforce.com/company/legal/agreements</u>/. SFDC may request additional due diligence information and require periodic refreshes of the Compliance Certification. At all times during Reseller's participation as a SFDC Fulfillment Reseller, Reseller must comply with the Supplier Code of Conduct found at <u>https://www.salesforce.com/company/legal/supplier/</u> (as may be updated from time to time).

## **Customer Support**

Unless upgraded support is purchased, end-Customers receive standard support provided by SFDC as SFDC provides to its own direct customers as described in the Standard Success Plan at <a href="https://cl.sfdcstatic.com/content/dam/web/en\_us/www/documents/legal/Agreements/product-specific-terms/standard-success-plan-salesforce.pdf">https://cl.sfdcstatic.com/content/dam/web/en\_us/www/documents/legal/Agreements/product-specific-terms/standard-success-plan-salesforce.pdf</a>, as updated from time to time or located at (or redirected to) a different URL.

#### **Public Relations and Branding Guidelines**

Resellers wishing to engage in public relations marketing must adhere to the terms and conditions of the Reseller Agreement and Salesforce Public Relations and Branding guidelines. Detailed information can be found on the Partner Community. Note the following:

- Any public mention of Salesforce.com or any of its brands MUST be pre-approved by SFDC in writing.
- Resellers should provide SFDC with a minimum of four (4) weeks to provide an approved version of the material.
- Resellers must review and comply with the <u>Branding Guidelines for Salesforce Partners</u> and the <u>Salesforce Partner Public Relations Guidelines for Newswire Releases</u>.

By participating in the SFDC Reseller Program, Reseller authorizes SFDC to identify and promote Reseller's participation in the SFDC Reseller Program and use Reseller's company name, and any other marks or logos associated therewith or otherwise used by Reseller in connection with the SFDC Reseller Program as set forth in the Reseller Agreement.

## **Shared Orgs**

If Services purchased from SFDC and/or third party/ies such as Reseller(s), are provisioned in the same Org in which SFDC services purchased from SFDC and/or another third party are also provisioned, access to such Org may be suspended or terminated due to breach of the agreement governing such other SFDC services, and in no case will any such termination or suspension give rise to any liability to Reseller or end-Customer for a refund or other compensation.

## **Reseller Request for Suspension of Services**

Reseller may submit a written request to SFDC to suspend Services to an end-Customer that is thirty (30) days or more delinquent in payment by following the process below. Such suspension of Services is in SFDC's sole discretion.

- Reseller must submit the request in writing to its SFDC Channel Account Manager ("CAM").
- Reseller will provide SFDC with proof of three (3) written attempts to collect the overdue end-Customer's payment since the original invoice due date.
- If SFDC determines, in its sole discretion, that suspension is warranted, the SFDC CAM will internally process the suspension of Services, obtain a suspension date ("Suspension Date") and notify Reseller of such Suspension Date.
- Reseller will provide written notification to the end-Customer that Services will be suspended as of the Suspension Date.

- In order to reinstate Services, Reseller must submit written evidence to the SFDC CAM that the end-Customer is current with its payment obligations to Reseller and is otherwise in good standing.
- Reseller bears full risk of nonpayment by the end-Customer and shall not be relieved of its obligation to pay fees owed to SFDC in the event of any such nonpayment.