



Salesforce.com: Summer '14

Data.com Notices and License Information



Last updated: December 27, 2013

© Copyright 2000–2013 salesforce.com, inc. All rights reserved. Salesforce.com is a registered trademark of salesforce.com, inc., as are other names and marks. Other marks appearing herein may be trademarks of their respective owners.

DATA.COM SERVICES

Services Covered

The information in this document applies to the services branded as (“**Data.com Services**”) provided by salesforce.com, inc. (“**salesforce.com**”).

Purpose of this Documentation

This documentation describes Data.com features, restrictions and notices associated with the Data.com functionality and Data.com Data provided to users via the Data.com Services.

Data.com Online Services

Online services incorporate Data.com Data (as defined below) into web-based, on-demand applications such as customer’s unique instance of the Salesforce Service (or “**Org**”), i.e., a separate set of Customer Data and Customer-specific Service customizations held by SFDC in a logically separated (i.e., segregated through password-controlled access) database.

Data.com Offline Services

Offline services provide customers with lists or files of Data.com Data for use in their own or third party systems.

Data.com Data

Data.com Data is business information pertaining to companies and/or individuals. Data.com Data includes data sourced from a Data.com community database, information sourced from the Internet and not under a direct license agreement and data licensed by SFDC from third parties.

- **Data.com Contacts by Data.com Connect.** Data.com Contacts by Data.com Connect (the “**Jigsaw Data Fields**”) is information sourced from the Data.com Connect community database, formerly known as Jigsaw. Any access or use of the Data.com Connect community database, including the associated Jigsaw Data Fields, through connect.data.com is solely governed by the [Data.com Connect Terms of Use](#).
- **Data.com Social Key.** Data.com Social Key is social media user identification data, as further described below, that is sourced from the Internet.
- **D&B Data.** Salesforce.com has entered into a strategic relationship with Dun & Bradstreet, Inc. (“**D&B**”) to enable customers purchasing Data.com Services to access D&B’s data about companies (“**D&B Data**”).

For details of the Data.com Data fields currently available by edition, please refer to the Data.com Product Field List available at http://www.salesforce.com/assets/pdf/misc/salesforce_DB_Field_List.pdf.

Data.com Records and Credits

Credits are redeemable for Records and are allocated on a per-User, per-month basis. Customers may not access more than that number of Records for which they have Credits packaged, unless they purchase additional Credits.

- A **“Credit”** (also **“Record Credit”**) means a unit of value that may be redeemed to view or export Data.com Data from the Data.com Services.
- A **“Record”** means a set of Data.com Data fields pertaining to a single company or individual.
- Unless otherwise stated in an Order Form, Credits expire at the end of the each calendar month.
- Credits are aggregated across Customer’s account.
- Credits have no currency or exchange value and are non-transferrable and non-refundable.
- Accessing the Data.com Services using “bots,” “spiders” or any automated system that calls to a Data.com server more frequently than may reasonably be performed by a human user using a standard web browser will be assumed to be a systematic attempt access more than the number of Records for which Credits have been purchased, and may result in an immediate account suspension.

Interoperation and Customer Data

This Documentation does not modify salesforce.com’s obligations with respect to any Customer Data stored within the Salesforce Services. Please see the [Data.com Security, Privacy and Architecture Documentation](#) for information on the ability of the Data.com Services to interoperate with, and modify Customer Data.

Restricted Uses of Information



Important: Data.com Data provided to customers via the Data.com Services may not be used for any purpose which:

- relates to establishing an individual’s eligibility for credit, employment or insurance, or for any other consumer-initiated transaction, for example as such terms are defined in the U.S. Fair Credit Reporting Act or any similar law;
- violates applicable law or which is related to generating or facilitating unsolicited commercial email (spam), for example in violation of the U.S. CAN-SPAM Act or any other applicable anti-spam law, imitating or impersonating another person or his, her or its email address, creating false accounts for the purpose of sending spam; or sending email to individuals who have requested to be removed from a mailing list; or
- entails preparing or compiling any data or information that is distributed in any manner or form to a third-party, or otherwise distributing or using Data.com Data, including any corrected or updated data thereof, for the benefit of a third party.

Imports of Data.com Data from Data.com Online Services

Subject to the terms of this Documentation (including the deletion requirements below) and the applicable Order Form, a customer may import and store Data.com Data from the Data.com Online Services into the associated Salesforce Services.

Exports of Data.com Data from Data.com Online Services

Subject to the terms of this Documentation (including the deletion requirements below) and the applicable Order Form, a customer shall be permitted to export Jigsaw Data Fields and those certain D&B Data fields listed in the table below, from the associated Salesforce Services, once such fields are imported into the associated Salesforce Services and so long as Customer does not recreate an offline file using such exported fields.

Product Edition	Exportable Fields	Into Customer's Org	Into AppExchange Offerings	To Permitted Systems**	To other third party systems
Data.com Corporate Prospector/Clean	Basic D&B Fields	✓	✓	✓	✓
	Standard D&B Fields	✓	X	X	X
Data.com Premium Prospector/Clean	Basic D&B Fields	✓	✓	✓	✓
	Standard D&B Fields	✓	X	X	X
	Plus D&B Fields	✓	X	X	X
Performance Edition with Data.com Prospector/Clean	Basic D&B Fields				
	Business Card Fields	✓	✓	✓	✓
	Segmentation Fields	✓	✓*	✓*	X
	Other Basic D&B Fields	✓	X	X	X
	Standard D&B Fields	✓	X	X	X
Performance Edition – Data.com Premium Add-On	Plus D&B Fields	✓	X	X	X

Schedule 1 – Key

Permitted = ✓

Not Permitted = X

* In the case of Performance Edition, any export to an application or system, other than to Customer's Org, may only be done for purposes of performing sales and/or marketing activities with outputs generated from such activities only being subsequently used in Customer's Org.

** **"Permitted System"** mean a third party system which enables (a) sales operations such as territory planning, assignment and/or analysis; (b) marketing operations such as go-to-market campaigns; and/or (c) customer service, operations and support analysis.

Accessing and Querying Data.com Data Through APIs

Customers may access salesforce.com APIs for the purposes of accessing, interacting with and/or querying Data.com Data for use in applications, business logic and workflows associated with the customer's Org or with AppExchange offerings, so long as customers do not export or store Data.com Data in violation of the restrictions set forth in the export table above.

Deletion of Data from Online Services After Expiration of Subscription

Following termination or expiration of an online Data.com Service subscription, customers must delete or destroy all electronic and physical stand-alone copies of Data.com Data in their possession or control. Upon written request by salesforce.com, Customer will provide written documentation to salesforce.com evidencing any deletion required under this paragraph.

- The only exceptions are as follows and then only for so long as customers continue to comply with the surviving obligations of the agreements with salesforce.com under which the Data.com Data was received.
 - ◊ The customer may retain use, copy, modify and transmit its Jigsaw Data Fields (as defined above) that are integrated or commingled with the customer's non-Data.com Data.
 - ◊ The customer may retain use, copy, modify and transmit, only for its internal business purposes, its Basic Data.com Fields data that is integrated or commingled with the customer's non-Data.com Data.
- Salesforce.com may revoke these exceptions upon notice to a customer if the customer is in breach of its surviving contractual obligations.
- Retention of Data.com Data does not entitle a customer to any updates, refreshes, or other ongoing Data.com Services, or entitle a customer to distribute or resell any retained data.

Feedback to Data.com Contacts by Jigsaw

Feedback or corrections provided by users to Jigsaw Data Fields may be incorporated into the Data.com Services and/or the Jigsaw community database at salesforce.com's sole discretion.

- Customers grant salesforce.com a worldwide, irrevocable, perpetual license to use, copy, modify, distribute, and create derivative works based on such feedback and corrections.
- Customers may only submit feedback or corrections
 - ◊ for which they have the necessary rights to include in the Jigsaw community database for distribution to third parties,
 - ◊ that are accurate and current, and
 - ◊ that relate to an individual and correspond to the categories of business information represented by the Jigsaw Data Fields

Data.com Social Key Information

The Data.com Services may provide access to social media user identification data that is sourced from the Internet and not under a direct license agreement (“**Social Data**”).

- Social Data is gathered by web crawlers (or robots) operated by salesforce.com and by web robots operated by third parties under agreements with salesforce.com.
- All web robots used by salesforce.com honor robots.txt protocols and do not crawl data behind a firewall or login.
- Salesforce.com promptly complies with requests from sources of Social Data to discontinue making available their Social Data from the Data.com Services.

Sources of D&B Data

Customers are not required to purchase D&B data from salesforce.com and may purchase D&B Data directly from D&B or an authorized D&B partner.



Note: Customers purchasing D&B Data from within Singapore or South Korea may not purchase D&B Data from salesforce.com as part of the Data.com Services.

Conditions of Use of D&B Data Purchased from salesforce.com

Customers purchasing D&B Data from salesforce.com as part of the Data.com Services use the D&B Data subject to the all of the following conditions and disclaimers, which salesforce.com is obligated to pass through to its customers.

- Customers may not import or store D&B Data into any AppExchange offering or export D&B Data from the online Data.com Services to a third party product service, except for Basic Data.com Fields as described above.
- D-U-N-S Numbers are proprietary to and controlled by D&B and may only be used for identification purposes and for a customer’s internal business use.
- D&B Data accessed through offline Data.com Services may only be used by users on behalf of the named entity which purchased such Data.com Services.
- **Disclaimer.** D&B DATA IS PROVIDED WITHOUT SUPPORT UNLESS OTHERWISE EXPRESSLY AGREED IN WRITING. D&B DATA IS PROVIDED “AS-IS,” WITHOUT ANY WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND D&B SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. D&B DOES NOT WARRANT THE COMPREHENSIVENESS, CORRECTNESS, OR ACCURACY OF D&B DATA OR THAT D&B DATA WILL BE UNINTERRUPTED, CURRENT OR ERROR FREE. D&B MAKES NO WARRANTY WHATSOEVER ABOUT THE QUALITY, PROVENANCE OR LEGALITY OF D&B DATA, OR THAT THE SOURCES OF ANY D&B DATA HAD OR HAVE THE RIGHT OR AUTHORITY TO PROVIDE SUCH DATA TO IT OR THAT IT HAS THE RIGHT OR AUTHORITY TO PROVIDE IT TO CUSTOMER. CUSTOMER ASSUMES ALL RESPONSIBILITY AND RISK FOR ITS USE OF D&B DATA.
- **Indemnity.** Customer shall defend D&B against any claim, demand, suit or proceeding made or brought against D&B by a third party arising from or based on Customer’s violation of applicable law under the Agreement (a “Claim Against D&B”), and shall indemnify D&B for any damages, attorney fees and costs finally awarded against D&B as a result of, or for any amounts paid by D&B under a court-approved settlement of, a Claim Against D&B; provided that D&B (a) promptly gives Customer written notice of the Claim Against D&B, (b) gives Customer sole control of the defense and settlement of the Claim Against D&B (provided that Customer may not settle or defend any Claim Against D&B unless it unconditionally releases D&B of all liability), and (c) provides to Customer all reasonable assistance, at Customer’s expense.

- **Limitation of Liability.** IN NO EVENT SHALL D&B'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO A CUSTOMER'S USE OF THE D&B DATA (WHETHER IN CONTRACT OR TORT OR UNDER ANY OTHER THEORY OF LIABILITY) EXCEED THE TOTAL AMOUNT PAID BY THE CUSTOMER FOR THE D&B DATA.
- **Exclusion of Consequential and Related Damages.** IN NO EVENT SHALL D&B HAVE ANY LIABILITY TO A CUSTOMER FOR ANY LOST PROFITS OR REVENUES OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, COVER OR PUNITIVE DAMAGES HOWEVER CAUSED, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, AND WHETHER OR NOT THE CUSTOMER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING DISCLAIMER SHALL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW.