



Heroku Open Source Credit Program Terms

Last Updated: February 10, 2023

The Heroku Open Source Credit Program (“**Credit Program**”) is a credit offer for open-source applications hosted on Heroku. The Credit Program is managed by Salesforce, Inc. (f/k/a salesforce.com, inc.), a Delaware corporation, Salesforce Tower, 415 Mission St., 3rd Floor, San Francisco, CA 94105 (“**Salesforce**”).

PLEASE READ THESE CREDIT PROGRAM TERMS (“**PROGRAM TERMS**”) CAREFULLY. THESE PROGRAM TERMS ARE A LEGAL CONTRACT BETWEEN YOU AND THE SALESFORCE AND GOVERN YOUR APPLICATION TO AND PARTICIPATION IN THE CREDIT PROGRAM. BY CLICKING ON THE “I ACCEPT” BUTTON AND/OR SUBMITTING AN APPLICATION FOR THE CREDIT PROGRAM, YOU REPRESENT AND WARRANT THAT: (1) YOU HAVE READ, UNDERSTAND, AND AGREE TO BE BOUND BY THESE PROGRAM TERMS AND BY ALL THE DECISIONS OF SALESFORCE AND ANY SELECTION COMMITTEES OR OTHER PROGRAM OFFICIALS APPOINTED BY SALESFORCE RELATING TO THE CREDIT PROGRAM, WHICH SHALL BE FINAL IN ALL RESPECTS; (2) YOU MEET THE ELIGIBILITY REQUIREMENTS AS DEFINED IN THESE PROGRAM TERMS; AND, (3) YOU HAVE THE AUTHORITY TO ENTER INTO THESE PROGRAM TERMS PERSONALLY OR AS A “**REPRESENTATIVE**” OF THE COMPANY FOR WHICH YOU ARE SUBMITTING AN “**APPLICATION**,” AND LEGALLY BIND THAT COMPANY (AND BE BOUND) TO COMPLY WITH THESE PROGRAM TERMS.

IF YOU DO NOT AGREE TO BE BOUND BY THESE PROGRAM TERMS, YOU MAY NOT PARTICIPATE IN THE CREDIT PROGRAM. THESE PROGRAM TERMS ARE EFFECTIVE BETWEEN YOU AND SALESFORCE AS OF THE DATE OF YOUR ACCEPTING THESE PROGRAM TERMS.

1. **PROGRAM ELIGIBILITY:** The Credit Program is open to individuals and companies who meet the following eligibility requirements (“**Eligibility Requirements**”): (i) are responsible for maintaining the open source software project(s) that the credits will be applied towards; (ii) have an active Heroku account with a valid credit card on file for that account; (iii) are interested in hosting their open source application on Heroku; (iv) can show that their open source application is or will be subject to an open source code of conduct; (v) are at least eighteen (18) years of age and the age of majority in their jurisdiction of residence; (vi) are NOT employees, contractors, consultants, officers, directors and agents (and their immediate families and household members regardless of where they live), or members of the same households, whether related or not, of Salesforce, its parent, divisions, subsidiaries, agents, promotional partners, and advertising/promotion agencies (“**Credit Program Entities**”); (vii) are NOT employees or officials of any government entity are not eligible to participate or household members of an employee or official of any government entity; (viii) are NOT individuals or companies located or conducting business in a country that is subject to comprehensive sanctions as determined by Salesforce in its sole discretion; (ix) are NOT individuals or companies included on any denied or sanctioned

party listed published by U.S. or EU governmental authorities; and (x) have NOT at any point since March 1, 2020 employed: (a) any individuals who are or were an employee of the Credit Program Entities (including their respective subsidiaries and affiliates); (b) anyone involved in administering the Credit Program; or (c), any family or household members or household members of the same. To create a new Heroku account, go to <https://signup.heroku.com/>. For more information on how to verify your account, as well as a list of accepted cards, view this help article on card verification: <https://devcenter.heroku.com/articles/account-verification>.

Failure to meet the Eligibility Requirements will result in an Application being invalid. Salesforce reserves the rights to change these Eligibility Requirements at any time in its sole discretion, and to disqualify any participant that Salesforce determines could potentially reflect negatively on Salesforce's image. VOID OUTSIDE OF ANY ELIGIBILITY AREA SET FORTH IN THESE PROGRAM TERMS AND WHERE PROHIBITED OR RESTRICTED BY LAW. The Credit Program is subject to applicable laws.

2. **PROGRAM APPLICATION REQUIREMENTS:** Application instructions and Application submission periods ("**Application Periods**") will be made available on the Program website, available at <https://www.heroku.com/open-source-credit-program> ("**Program Website**"). Eligible participants must apply during an Application Period in accordance with the instructions listed on the Program Website. The information provided in the Application becomes the property of Salesforce and will not be acknowledged or returned. Applications will be denied if they are late or incomplete. Salesforce's computer will be the official clock for the Credit Program. Limit one (1) application per applicant during each Application Period.
3. **APPLICATION REVIEW AND APPROVAL:** After submitting the Application, Salesforce will review properly submitted Applications. Decisions to approve Applications and on the amount of credits to be awarded to accepted Applications ("**Credit Recipients**") will be made by Salesforce in its sole discretion based on its assessment of eligibility, impact, and need. Salesforce will send a confirmation of credit approval or denial after the Application has been evaluated.

If approved, Credit Recipients will receive an email from Salesforce that sets forth the amount of credits they are eligible to receive for a period of twelve (12) months and the credit effective date(s). This amount will not exceed \$500 USD unless otherwise determined or communicated by Salesforce to the Credit Recipient. If a potential Credit Recipient either cannot be contacted by Salesforce within five (5) days after the first attempt to contact that potential recipient, or the potential Credit Recipient is unable to accept the credits or any portion of the credits for any reason, Salesforce shall have no further obligation to such potential Credit Recipient.

Applicants understand that all determinations of whether the applicant meets the Eligibility Requirements, and all decisions regarding Applications are final and are not subject to

appeal or contest. Applicant agrees to accept the decision of Salesforce, including without limitation, and agrees that Salesforce is not obligated to give any information related to its decision on whether the Application qualifies, nor the decision on an Application approval.

4. CREDIT DETAILS AND CONDITIONS:

Use of any credits awarded by Salesforce must be in accordance with Salesforce’s Main Services Agreement (“MSA”), available at https://www.salesforce.com/content/dam/web/en_us/www/documents/legal/Salesforce_MSA.pdf and Heroku program policies (“Heroku Program Policies”) available at <https://www.heroku.com/policy/>, and any additional terms and conditions provided by Salesforce to Credit Recipients. Approved credits are good for one (1) year from the start date listed in the email communication sent by Salesforce to the Credit Recipient. All currency listed in these Program Terms is in United States Dollars (USD). Credits applied are not transferable, assignable or refundable and cannot be substituted for cash. Any credits provided may only be applied to Heroku Dynos, Heroku Postgres, and Heroku Data for Redis® on open source applications using any of these products. Credits cannot be applied to paid third-party Heroku add-ons. Unless otherwise determined and communicated by Salesforce, in its sole discretion, any usage that exceeds the credit amount initially awarded by Salesforce for a given month will be charged to the credit card on file of the Heroku account that received the credits. Any unused credits per month are forfeited. Any usage of third-party add-ons will be charged per the standard pricing to the credit card on file of the Heroku account. Any credit details not specified herein will be determined by Salesforce in its sole discretion. Credits must be accepted as given. Salesforce reserves the right to substitute credits of equal or greater monetary value to the credits if for any reason any Heroku credits cannot be awarded as contemplated in these Program Terms. Once an Application is approved, Credit Recipients cannot apply to participate in the Program to receive additional Heroku credits until their initial credit award expires. To the extent this Credit Program is extended, Credit Recipients will need to apply to receive a new set of credits in accordance with the applicable program terms.

Credits may be reported as income to a Credit Recipient and the Credit Recipient will be responsible for all taxes associated with the receipt of any credits provided by Salesforce. Credit Recipients may be required to complete required tax forms or other documents requested within a time period stipulated by Salesforce. Credit Recipients may be responsible for any costs and expenses not listed herein.

5. NO GUARANTEES FOR APPLICATIONS: Submitting an Application does not guarantee that an Application will be approved and credits will be given. A determination of eligibility does not automatically result in approval of the Application and not all eligible Applications may receive credits.

6. **AGREEMENT TO ADDITIONAL TERMS:** Applicants acknowledge and understand that Credit Recipients may be required to enter into additional agreements or supplementary terms as a condition of receiving the credits.
7. **CHANGES TO THESE PROGRAM TERMS:** Salesforce may change these Program Terms by posting a revised version on the Program Website, any other applicable Salesforce website, or as otherwise shared with you by Salesforce through reasonable means. Any such updates will be effective upon posting or when communicated with you. Your continued participation in the Credit Program following any changes to these Program Terms will constitute your acceptance of those changes to these Program Terms, as applicable. Salesforce may, at any time and without liability, modify or discontinue all or part of the Credit Program for any reason and at any time.
8. **PROGRAM TERMINATION:** The Credit Program will continue until terminated by Salesforce in its sole discretion, or as otherwise specified in these Program Terms. Salesforce reserves the right to cancel the Credit Program or your participation in the Credit Program if the fairness of the Credit Program is compromised or for any other reason as deemed appropriate by Salesforce in its sole discretion. Failure to comply with any of the requirements set forth in these Program Terms may result in disqualification or forfeiture of any credits.
9. **GENERAL CONDITIONS:** Participation in the Credit Program is at your own risk. Salesforce and Internet/wireless access providers are not responsible for incomplete, late, lost, misdirected or postage-due entries or mail, or for any technical malfunction, human error, lost or delayed data transmission, omission, interruption, deletion, and defect or line failure in connection with any telephone network, computer equipment, software or any combination thereof. Applications are void if unreadable, inaccurate, and incomplete, mutilated, tampered with, forged, mechanically reproduced, irregular in any way or otherwise not in compliance with these Program Terms. Salesforce makes no warranties, and hereby disclaim any and all warranties, express or implied, concerning any credits furnished or made available in connection with the Credit Program. Although Salesforce attempts to ensure the integrity of the Credit Program, Salesforce is not responsible for the actions of applicants or other individuals in connection with the Credit Program, including applicants' or other individuals' attempts to circumvent the Program Terms or otherwise interfere with the administration, security, fairness, integrity or proper conduct of the Credit Program. Salesforce is not responsible for injury or damage to participant's or to any other person's computer(s), wireless devices, other equipment or person(s), related to or resulting from participation in the Credit Program or downloading materials from or using any website. In the event of any conflict between any details contained in these Program Terms and details contained in any Credit Program advertising materials, the details of the Credit Program as set forth in these Program Terms shall prevail. If, for any reason, the Credit Program is not capable of running as planned by reason of an insufficient number of eligible applications, damage by computer virus, worms, bugs, tampering, unauthorized

intervention, fraud, technical limitations or failures, by reason of any acts of God, terrorist acts, earthquake, war, fire, flood, unusually severe weather, strikes or legal disputes (whether legal or illegal), industry conditions, bankruptcy or liquidation, marketplace demands, applicable law, unforeseen obstacles or any other causes which, in the sole opinion of Salesforce, could corrupt, compromise, undermine or otherwise affect the administration, security, fairness, integrity, viability or proper conduct of the Credit Program, Salesforce reserves the right in its sole and absolute discretion to cancel, terminate, modify or suspend all or any part of the Credit Program, and to select the Applications from among the applicable eligible Applications received up to the time of such cancellation, termination, modification or suspension, as applicable, or to proceed in such a manner as may be deemed fair and equitable by Salesforce in its sole discretion. Screen shots or any other evidence of Application submission will not be deemed receipt of any such Application. Applications must be made by the participant and via the means described herein. You are not eligible to receive credits until your Application has been verified and you have complied with these Program Terms. In the event of a dispute as to any online Application, if any, the authorized account holder of the e-mail address used to enter the Credit Program will be deemed to be the applicant. The "authorized account holder" is the natural person who is assigned to an email address by an internet access provider, online service provider or other organization responsible for assigning email addresses for the domain associated with the submitted email address.

10. **CONDUCT:** BY ENTERING AND PARTICIPATING IN THIS CREDIT PROGRAM, YOU: (A) FULLY AND UNCONDITIONALLY AGREE TO BE BOUND BY THESE PROGRAM TERMS AND BY ALL DECISIONS OF SALESFORCE (WHICH DECISIONS SHALL BE FINAL AND BINDING IN ALL RESPECTS), INCLUDING WITHOUT LIMITATION DECISIONS REGARDING ELIGIBILITY, APPROVAL OF APPLICATIONS AND THE INTERPRETATION OF TERMS USED IN THESE PROGRAM TERMS; (B) REPRESENT AND WARRANT THAT ALL INFORMATION PROVIDED BY YOU IN CONNECTION WITH THE CREDIT PROGRAM IS TRUE, ACCURATE AND COMPLETE; AND (C) AGREE TO COMPLY WITH ALL FEDERAL, STATE, LOCAL, TERRITORIAL, AND PROVINCIAL LAWS AND REGULATIONS. SALESFORCE RESERVES THE RIGHT, AT ANY TIME AND AT ITS SOLE DISCRETION, TO DISQUALIFY AND/OR DEEM INELIGIBLE TO PARTICIPATE IN THIS CREDIT PROGRAM OR ANY FUTURE SALESFORCE PROGRAMS, ANY INDIVIDUAL IT SUSPECTS: (A) TO BE TAMPERING WITH THE ENTRY PROCESS OR THE OPERATION OF THE CREDIT PROGRAM OR ANY WEBSITE; (B) TO BE ACTING IN VIOLATION OF THE PROGRAM TERMS OR SALESFORCE'S PRIVACY POLICY OR OTHER TERMS, CONDITIONS OR GUIDELINES; (C) TO BE ACTING IN BAD FAITH OR IN A DISRUPTIVE MANNER, OR WITH THE INTENT TO ANNOY, ABUSE, THREATEN OR HARASS ANY OTHER PERSON; (D) TO HAVE FAILED TO AGREE TO THESE PROGRAM TERMS; OR (E) TO BE IN VIOLATION OF THESE PROGRAM TERMS. ANY ATTEMPT BY AN APPLICANT OR ANY OTHER INDIVIDUAL TO DELIBERATELY DAMAGE ANY INTERNET SITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE CREDIT PROGRAM IS A VIOLATION OF THESE PROGRAM TERMS AS WELL AS CRIMINAL AND CIVIL LAWS. SHOULD SALESFORCE BELIEVE OR BECOME AWARE THAT SUCH AN ATTEMPT HAS BEEN, IS BEING, OR WILL BE MADE,

SALESFORCE RESERVES THE RIGHT TO SEEK REMEDIES AND DAMAGES FROM ANY RESPONSIBLE APPLICANT(S) AND OTHER RESPONSIBLE INDIVIDUAL(S) IN THE ATTEMPTED DAMAGE TO THE FULLEST EXTENT PERMITTED BY LAW, INCLUDING WITHOUT LIMITATION CRIMINAL PROSECUTION.

11. **RELEASE, LIMITATION OF LIABILITY, AND INDEMNIFICATION:** By participating in the Credit Program, you agree to release, indemnify and hold harmless Salesforce, its parent, its subsidiaries, affiliates, and each of their respective officers, directors, employees, and agents from and against any claim or cause of action arising out of participation in the Credit Program receipt or use of any credits, including, but not limited to: (a) unauthorized human intervention in the Credit Program; (b) technical errors; (c) printing errors; (d) late or undelivered email; (e) errors in the administration of the Credit Program; or (f) injury or damage to persons or property. You waive the right to claim any attorney's fees and any damages whatsoever, including, but not limited to, punitive, consequential, direct, or indirect damages. Applicant agrees that in any cause of action, any liability assigned to Salesforce, and its respective officers, directors, employees, representatives, agents, shareholders, successors and assigns will be limited to the cost of entering and participating in the credit program.
12. **PRIVACY AND PUBLICITY:** Any information you submit as part of the Credit Program will be treated in accordance with Salesforce's [Privacy Statement](https://www.salesforce.com/company/privacy/full_privacy/), currently located at https://www.salesforce.com/company/privacy/full_privacy/. Except where prohibited, each applicant consents to the use of their respective name, voice, photograph and/or likeness for promotional purposes in any media without further payment or compensation, and may be required to provide a signed release acknowledging such consent.
13. **SEVERABILITY:** If any provision of these Program Terms is found to be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from these Program Terms and shall not affect the validity and enforceability of any remaining provisions. Headings and captions are used in these Program Terms solely for convenience of reference and shall not be deemed to affect in any manner the meaning or intent of these Program Terms or any provision thereof.
14. **DISPUTES:** Except where prohibited, applicant agrees that any and all disputes, actual or alleged claims, and causes of action at law or in equity, ("Claims") will be resolved individually, without resort to any form of class action. Claims arising out of or relating to this Credit Program, including without limitation, the interpretation of the Program Terms or any credits will be resolved by applying the laws of California, without regard to conflict of laws. Claims will be solely and exclusively brought in the state or federal courts located in San Francisco, California.
15. **NO SOCIAL MEDIA ENDORSEMENT:** This Credit Program is in no way sponsored, endorsed or administered by, or associated with any social media platform, including but not limited to Facebook, Twitter or LinkedIn. Any information you provide in connection with the Credit

Program is to Salesforce and not to any social media platform. You understand that by using and interacting with any social media platform, you are subject to the terms, conditions, and policies that govern the use of those sites. You should therefore review their applicable terms and policies, including privacy and data gathering practices, before using and interacting with those sites.