Order Form Supplement for Social Studio for Agencies and Resellers

This Order Form Supplement ("Supplement") was last updated on June 1, 2017 and forms part of the Order Form for the purchase of Social Studio Services (the "Order Form") by any Customer that enters into such Order Form for the purpose of (i) using Social Studio on behalf such Customer’s third party client(s) ("Clients") as permitted pursuant to the agreement between such Customer and SFDC (such agreement referred to herein as "MSA" and such Customer referred to herein as "Agency") and (ii) reselling Social Studio to Customer’s Clients as permitted pursuant to the agreement between such Customer and SFDC (such agreement referred to herein as "Reseller Agreement" and such Customer referred to herein as an "Reseller"). Sections 1 through 6 below shall apply to Agencies; Section 7 below shall apply to Resellers. Capitalized terms in this Supplement shall have the same meaning as in the applicable MSA to the extent this Supplement applies to an Agency, and shall have the same meaning as in the applicable Reseller Agreement to the extent this Supplement applies to a Reseller.

Agency Terms:

1. **Agency Usage Rights.** Notwithstanding anything to the contrary in the MSA, Agency may, in addition to its rights under the MSA, use Social Studio Services on behalf of, and for the exclusive benefit of, its Clients for such Clients’ internal business purposes only, provided that Agency otherwise complies with its obligations under the MSA, including payment obligations, and the following additional terms:

   (a) **Reports:** Agency may use Social Studio Services on behalf of a Client to generate reports that may include Content, and/or charts, graphs and other information derived from Content, (collectively “Reports”), and provide such Reports to its Client, for the Client’s internal use only. In no event shall any Report be redistributed by Agency beyond its designated Client and Clients may not redistribute Reports once received.

   (b) **Client Access:** To the extent Agency has purchased Social Studio pursuant to an Order Form for the exclusive benefit of a single designated Client, Agency may issue User accounts to such Client, or request that SFDC issue User accounts on Agency’s behalf, provided that Agency maintains full administrative control over the Social Studio Services, including, without limitation, retaining the Super User account for Social Studio Services. Agency is responsible for all use of the Social Studio Services, Reports and any access to the Social Studio Services and Content by its Clients and Users in accordance with the applicable Order Form and MSA. Agency shall strictly monitor all Users’ use of the Social Studio Services and enforce all restrictions and obligations, including, without limitation, those regarding submission of Customer Data to the Social Studio Services and access to and use of the Social Studio Services and Content. SFDC shall have the right, in its sole discretion, to audit Agency and its Users use of Social Studio Services and Content and immediately terminate a User’s access or terminate the applicable MSA for any breach of the foregoing provisions. Except as expressly permitted herein, Agency shall not permit any Client to access the Social Studio Services.

2. **Client Agreement.** Prior to providing any Reports or User accounts to a Client, Agency must enter into an agreement with such Client which is consistent with the applicable terms of this Supplement, and the applicable Order Form and MSA. Agency shall not make any representations, warranties or guarantees to Clients concerning SFDC or the Social Studio Services.

3. **Training and Support.** Agency is responsible for providing all training and support to its Clients in connection with Agency’s activities under this Supplement, and the applicable Order Form and MSA.

4. **Agency Responsible for Invoicing Clients.** The payment terms set forth in the applicable MSA shall apply regardless of Agency’s payment arrangements with any Client. Agency is solely responsible for collecting all fees due from Clients for the Social Studio Services, and shall invoice Clients directly for such fees. Agency bears full risk of Clients’ nonpayment and shall not be relieved of its obligation to pay fees owed to SFDC in the event of any such non-payment.
5. **Salesforce Integration**

(a) **Content Export.** Agency shall not use any integration feature within the Social Studio Services that enables the export of Content to other SFDC services for more than one Client per Tenant (meaning a unique instance of the Social Studio Services). If Agency is using the Social Studio Services purchased pursuant to a single Order Form for the benefit of multiple Clients then Agency shall not use or allow the use of any such integration feature in connection with such Clients. Agency acknowledges and agrees that this restriction is contractual in nature (i.e. the functionality itself has not been disabled as a technical matter in the services) and Agency therefore agrees to strictly monitor its Users’ use of such subscriptions and enforce the applicable restrictions.

(b) **Subscription Term.** If Agency has purchased Social Studio Services and is using an integration for the benefit of a Client whereby the Client has a subscription to other SFDC services, the subscription term for the other SFDC Services must coincide with the Agency’s subscription term for Social Studio Services. Agency shall be responsible for having necessary permissions to access such other SFDC services on behalf of its Clients and shall have a written agreement in place with each Client that: (i) requires such Client to use Content for Client’s internal business purposes only and in accordance with the terms of this Supplement, and the applicable Order Form and MSA; and (ii) expressly prohibits the Client exporting Content from such other SFDC services.

6. **Subscriptions with Fixed Number of Topic Profiles:** To the extent the Social Studio Services purchased by Agency under an Order Form are “Agency Edition” (meaning the number of Topic Profiles to which Agency is entitled in connection with such subscriptions is limited to a fixed quantity lesser than 100, and the applicable special terms of such Order Form do not expressly grant Agency the right to obtain more Topic Profiles without additional charge), then the following additional terms apply:

(a) **Multiple Editions.** Multiple Agency Editions may be used by Agency on the same Tenant, provided that Agency shall not issue User accounts to its Clients to access the Social Studio Services, or employees, contractors, or third parties working on behalf of or for the benefit of, such Clients.

(b) **One Client per Topic Profile:** Agency may not use any Topic Profile for more than one (1) Client. Agency shall maintain adequate books and records tracking the Clients on whose behalf a Topic Profile is being used.

(c) **Trial Editions.** Agency may, from time to time, obtain access to a trial Topic Profile for business development purposes at no charge for a term of seven (7) calendar days (“Trial Period”), provided such Edition is not used in connection with a paid engagement with a Client. Access to a trial Topic Profile is granted at SFDC’s sole discretion, and SFDC may refuse to grant access at any time or to limit the number of trial Topic Profiles being accessed at any one time by Agency. Certain functionality of the Social Studio Services may be limited or restricted during the Trial Period. If Agency does not purchase an additional Topic Profile upon expiration of the Trial Period, Customer will lose access to the trial Topic Profile.

**Reseller Terms**

7. **Resellers’ End Customer Terms of Use:** Pursuant to its Reseller Agreement, each Reseller must enter into certain minimum required terms of use with each of its Clients, governing each such Client’s use of the Services (the “TOU”). To the extent Reseller resells Social Studio Services to a Client, Reseller agrees, and shall ensure that each applicable Client agrees in writing, that between Client and SFDC, solely with respect to the terms and conditions of the TOU governing such Client’s access to and use of Content made available through Social Studio Services resold by Reseller to such Client, SFDC is deemed to be a direct party to, and not a third party beneficiary of the TOU. Solely with respect to Content made available through Social Studio Services, this statement shall supersede any statement in the applicable Reseller Agreement (or any exhibit thereto) that SFDC is a third party beneficiary of, and not a direct party to, the TOU.

Last Updated: June 1, 2017.

For previous versions, please see here.