

VRP Heroku Elements Supplemental Terms of Use

Effective 2022-12-21

1. General Terms

1.1 Scope. Your use of any add-on, buildpack, or button provided by VRP Consulting, Inc. (“VRP”) on the Heroku Elements Marketplace in connection with the Heroku Services (the “Heroku Elements”) is governed by the default Heroku Elements Terms of Use (the “Default Terms”), except for cases where these VRP Heroku Elements Supplemental Terms of Use (the “Supplemental Terms”) conflict with the Default Terms, in which case the Supplemental Terms shall prevail.

The “**Specific Terms of Use**” means the collective terms and conditions from these Supplemental Terms and the Default Terms taken together as one binding agreement between you and VRP.

“**Provider**” means VRP as the entity that offers a particular Heroku Elements on the Heroku Elements Marketplace.

“**Heroku Elements Marketplace**” means the online directory, catalog or marketplace of Heroku Elements that interoperate with the Heroku Services, located at <https://elements.heroku.com/> or such other URL provided by SFDC.

The “**Heroku Services**” means the Heroku products and services that are ordered by you under an Order Form and made available online by SFDC, as described in the Documentation, pursuant to the applicable master subscription agreement between you and SFDC for the use of such services (“**Salesforce Master Subscription Agreement**”).

1.2 Terms between You and Provider. You acknowledge for each Heroku Element you subscribe to, purchase, install or use, (a) the Specific Terms of Use constitute a separate binding agreement solely between you and the Provider of such Heroku Elements, and (b) SFDC is not a party to the Specific Terms of Use. Your use of the Heroku Elements requires your agreement to the Specific Terms of Use, and your subscription to, purchase, installation, or use of any Heroku Elements constitutes your agreement to the Specific Terms of Use. If you do not agree to or do not have the authority to agree to the Specific Terms of Use, then you are not permitted to subscribe to, purchase, install or use the Heroku Elements. If you are accepting the Specific Terms of Use on behalf of a company or other legal entity, you represent that you have the authority to bind such entity and its affiliates to the Specific Terms of Use. You must not accept the Specific Terms of Use nor access the Heroku Elements Marketplace or use the Heroku Command Line Interface unless you have such authority.

2. Additional Terms

2.1. Limited Warranty. Each Heroku Element is provided strictly on an “as is” and “as available” basis. Use of each Heroku Element is at Your own risk. To the maximum extent permitted by applicable law, the Provider expressly disclaims all conditions, representations, and warranties — whether express, implied, statutory or otherwise, including, but not limited to, any implied warranty of merchantability, fitness for a particular purpose, or non-infringement of third-party rights. No advice or information, whether oral or written, obtained by You from Provider or through Heroku Element will create any warranty not expressly stated herein.

Without limiting the foregoing, the Provider, its subsidiaries, affiliates, licensors, officers, directors, agents, co-branders, partners, suppliers and employees do not warrant that the

content is accurate, reliable or correct; that Heroku Elements will meet Your requirements; that Heroku Elements will be available at any particular time or location, uninterrupted or secure; that any defects or errors will be corrected. Any content downloaded or otherwise obtained through the use of Heroku Element is downloaded at Your own risk and You shall be solely responsible for any damage to Your computer system or mobile device or loss of data that results from such download or use of Heroku Elements.

Heroku Elements may become inaccessible or it may not function properly with Your web browser, mobile device, and/or operating system. The Provider cannot be held liable for any perceived or actual damages arising from Heroku Element content, operation, or use of Heroku Element.

The disclaimers and exclusions under this agreement shall not apply to the extent prohibited by applicable law.

2.2. Limitations of liability. To the maximum extent permitted by applicable law, in no event shall Provider, and its subsidiaries, affiliates, officers, directors, agents, co-branders, partners, suppliers and employees be liable for:

- any indirect, punitive, incidental, special, consequential or exemplary damages, including without limitation damages for loss of profits, goodwill, use, data or other intangible losses, arising out of or relating to the use of, or inability to use, the Heroku Element;
- any errors, mistakes, or inaccuracies of content;
- personal injury or property damage, of any nature whatsoever, resulting from access to or use of the Heroku Element;
- any errors or omissions in any content or for any loss or damage incurred as a result of the use of any content posted, emailed, transmitted, or otherwise made available through the Heroku Element; and/or
- the defamatory, offensive, or illegal conduct of You or any third party.

In no event shall Provider, and its subsidiaries, affiliates, officers, directors, agents, co-branders, partners, suppliers and employees be liable for any claims, proceedings, liabilities, obligations, damages, losses or costs in an amount exceeding the amount paid by You to the Provider hereunder in the preceding 12 months, or the period of duration of this agreement between the Provider and You, whichever is shorter.

This limitation of liability section shall apply to the fullest extent permitted by law in the applicable jurisdiction whether the alleged liability is based on contract, tort, negligence, strict liability, or any other basis, even if company has been advised of the possibility of such damage.

The disclaimers, exclusions, and limitations of liability under the terms shall not apply to the extent prohibited by applicable law.

2.3. Indemnification. You agree to defend, indemnify and hold the Provider and its subsidiaries, affiliates, officers, directors, agents, co-branders, partners, suppliers and employees harmless from and against any and all claims or demands, damages, obligations, losses, liabilities, costs or debt, and expenses, including, but not limited to, legal fees and expenses, arising from:

- Your use of and access to Heroku Elements, including any data or content transmitted or received;
- Your violation of these terms, including, but not limited to, Your breach of any of the representations and warranties set forth in these terms;
- Your violation of any third-party rights, including, but not limited to, any right of privacy or intellectual property rights;

- Your violation of any statutory law, rule, or regulation;
- any content that is submitted from Your account, including third party access with Your unique username, password or other security measure, if applicable, including, but not limited to, misleading, false, or inaccurate information;
- Your wilful misconduct; or
- statutory provision by You or Your affiliates, officers, directors, agents, co-branders, partners, suppliers and employees to the extent allowed by applicable law.

3. General.

3.1. Changes to the Terms of Use. The Provider reserves the right, at its sole discretion, to add or modify any part of the Supplemental Terms of Use at any time. If Provider does so, Provider will try to provide at least 14 days notice prior to any new terms taking effect.

By continuing to use Heroku Elements after those changes become effective, You agrees to be bound by the revised terms.

3.2. Governing law. These Terms are governed by the law of the State of Delaware, without regard to conflict of laws principles.