

**THIS IS A SUMMARY PLAN DESCRIPTION FOR THE SALESFORCE.COM, INC. SHORT TERM DISABILITY PLAN. THE PROVISIONS OF THIS SUMMARY APPLY TO DISABILITIES BEGINNING ON OR AFTER JULY 1, 2016. THIS PLAN COMPRISES PART OF THE SALESFORCE.COM HEALTH AND WELFARE PLAN.**



**INTRODUCTION**

The purpose of the salesforce.com, Inc. Short Term Disability Plan is to assist you in meeting your reasonable income needs in the event you suffer a short-term disability and are unable to work.

What follows is a Summary Plan Description that is required by the Employee Retirement Income Security Act (ERISA). (Read your ERISA rights on page 4 of this Summary.) Because this summary has been written to conform to Department of Labor (DOL) regulations, it does not contain a complete explanation of each and every provision and term contained in the more comprehensive Plan Document. If your particular circumstances are not described within this summary or if you do not understand something described in this summary, a copy of the entire Plan Document is available for your review at [www.getsalesforcebenefits.com](http://www.getsalesforcebenefits.com).

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Salesforce.com, Inc. (the Company) has contracted with The Larkin Company to administer claims in accordance with the Plan Document. However, the Company, in its capacity as Plan Administrator, has the ultimate authority and discretion to determine whether or not you are entitled to Plan benefits.

The Company intends to continue the Plan indefinitely but reserves the right to change or terminate the Plan at any time. If the Plan is terminated, benefits will continue to be payable for any covered disability which began before the termination date.

**PARTICIPATION**

**Who may participate?** You, provided you are a regular, salesforce.com, Inc. employee who is scheduled to work twenty (20) or more hours per week at a Company location in the United States of America or its territories but outside of the state of California. You are also eligible to participate if you meet the above requirements, are a citizen of the U.S.A., but are assigned to work at a location outside the U.S.A. or its territories and you are paid by U.S.A. payroll. Individuals performing services for the Company as independent contractors or through an employment or leasing agency are not eligible to participate.

**How do I enroll?** You don't need to. Once you satisfy the eligibility requirements (20 or more hours per week, etc.) you are automatically enrolled. You must be at work on the day that your participation in the Plan begins. If you are not at work on that day, your participation will be delayed until you are back at work.

**When does my participation in the Plan end?** When any of the following occurs:

- you cease to be an eligible employee. For example, your scheduled work week is reduced to fewer than 20 hours per week. Or you are laid off. Or you are no longer employed by the Company;

- on the date you begin an unpaid leave of absence. (This provision does not apply if you are on an approved leave under FMLA or similar law or as provided otherwise under the Company's leave of absence policy.); or,
- the Plan terminates.

**What is it going to cost me?** Nothing. The Company pays for all Plan costs.

**DISABILITY**

**What is a disability?** For the purposes of the Plan, any of the following:

- you suffer an injury or illness (physical and/or mental) which prevents you from performing your regular and customary occupation (or any reasonably related occupation);
- your pregnancy prevents you from performing your regular and customary occupation (or any reasonably related occupation);
- you contract or are exposed to a communicable disease (e.g., TB, chickenpox), and your doctor (or a bonafide health official) states, in writing, that you must stay away from work; or
- you are under treatment for alcohol or drug abuse. To qualify for benefits you must participate in an accredited residential program or an approved

outpatient program that requires your attendance for a minimum of five (5) days per week for a minimum of eight (8) hours per day. Benefits for alcohol or drug abuse treatment are limited to a maximum of ninety (90) days.

You will not be considered disabled if you are doing work of any kind for the Company or any other employer (including self-employment) for pay or profit without first obtaining approval from the Plan Administrator. You will not be considered disabled if you turn down alternative employment offered by the Company that is within your capabilities and is comparable in status and pay to your regular job.

**Who determines when I am disabled?** The Plan Administrator, based on a certificate from your physician, objective medical evidence and any other information that may be relevant.

## **BENEFITS**

**When will my benefits begin?** Your benefits begin on your eighth consecutive day of disability, provided you see a doctor during that 8-day period.

Successive periods of disability due to the same or related causes are considered one disability unless separated by a return to your normal work schedule for more than sixty (60) days.

**How are benefits determined?** Benefits are based on your earnings. "Earnings" mean your on-target earnings in effect on the date immediately prior to the start of your disability. Earnings do not include differentials, overtime, or any other type of additional compensation.

If your disability begins while you are on an approved unpaid leave of absence, "Earnings" means your on-target earnings in effect on the date immediately prior to the start of your leave.

**How much will I receive?** If you are disabled, you will be paid eighty percent (80%) of your weekly Earnings to a maximum of \$5,000 per week. Partial weeks are paid at a daily rate that is 1/5<sup>th</sup> of your weekly benefit.

**Will I still be eligible for benefits if I return to work on a part-time basis?** If you are disabled and return to work for fewer hours than you are regularly scheduled to work for the Company, your weekly benefit (as described above) will be reduced by 80% of the your Earnings derived from part-time employment. (Earnings derived from part-time employment will be your on-target earnings at that time.)

You may not engage in work of any kind for pay or profit without first obtaining approval from the Plan Administrator.

**What is deducted from my benefit?** Any of the following for which you are eligible: (i) temporary or permanent disability payments (whether total or partial), vocational rehabilitation payments and any other amounts awarded or allocated under workers' compensation or similar occupational disease law; and (ii) benefits under a state disability plan or a Company plan providing disability benefits in place of a state plan. If you do not apply for these benefits, your benefits from this Plan will be reduced by the amount you would have received had you applied. If you have applied but not yet received these other benefits you will be required to sign an agreement to reimburse this Plan before benefits may be issued.

**Can benefits be suspended?** Yes. The Plan Administrator may request that a doctor examine you at the Company's expense. Your benefits will be suspended as of the date of the examination (however, if the examination establishes that you are still disabled, your benefits will resume retroactive to the examination date). If you fail to furnish information about your disability within 30 days following a written request by the Plan Administrator, your benefits will be suspended. Finally, if you leave your doctor's care, or you reject the treatment plan recommended by your doctor, your benefits will be suspended. Benefits will resume once you comply with these requirements. In no event will you be paid benefits for the period when you were out of compliance with the Plan.

**When do benefits end?** On your 181<sup>st</sup> day of disability. However, if your disability ends before then (or in the event of your death), your benefits will end as of that day.

## **EXCLUSIONS**

**Are there conditions under which I will not be eligible for benefits?** You will not receive benefits if:

- you were not a Plan participant when your disability began;
- your illness or injury was self-inflicted;
- you became disabled because of your commission or your attempted commission of a felony or other illegal occupation;
- you are incarcerated (in jail or any other facility) as a result of a criminal conviction;
- you are injured in a war (as a civilian or soldier), riot, insurrection, or rebellion;
- you are no longer under the care of a doctor, unless the Plan Administrator determines that your disability does not warrant such attention; or
- you are receiving unemployment compensation under any federal or state program.

## CLAIMS

**How do I file a claim?** Notify salesforce.com's leave and claim administrator, The Larkin Company, at (650) 938-0933 or toll-free at (866) 923-3336 as soon as reasonably possible following the commencement of a disability. The Larkin Company will send you an information packet including claim forms. Fill out the disability forms and return them to The Larkin Company. (See Claims Administrator information on page 5.) **To avoid losing some or all of your benefits, your claim for benefits must be filed not later than 30 calendar days after the date you would have been eligible to receive benefits** (unless you can show it was not reasonably possible for you to comply with this requirement); **otherwise, you may lose some or all of your benefits.** No claim will be accepted if filed more than six (6) months after benefits were payable. In order to qualify for benefits, you may also be required to submit information from your doctor regarding your condition and the expected day you will return to work and any records on file in a hospital or from another company that may be relevant to your claim.

**Time limit for a claim decision** The Plan Administrator must make a determination no later than 45 days after receipt of your claim. If a decision cannot be made in that period, the Plan Administrator may extend that period up to 60 days (in 30-day increments) provided you are notified, in writing, prior to the expiration of the deadline(s), of the cause of the delay, of the standards on which entitlement is based, of any unresolved issues or additional information needed to resolve those issues, and the date that a decision is expected. If additional information is needed, you will have 45 days in which to provide it.

**Getting the check** After you have submitted all the needed information, your claim will be evaluated. If it is approved, the amount of your benefit will be calculated, and a check or direct deposit payment will be issued to you by The Larkin Company. Subsequent payments will be made every two weeks.

**Overpayments** In the event you are paid benefits by the Plan in excess of those to which you are entitled, the Plan has a right to recover the overpayment. The Plan Administrator will make reasonable arrangements for you to repay the Plan. In no event will you be required to repay more than the amount of benefits paid to you.

**Disputing a denied claim** If your claim is denied, you will receive written notice, including: (i) the specific reason for the denial; (ii) references to the specific Plan provisions on which the denial is based; (iii) a description of any additional material necessary to perfect your claim and an explanation of why such material or information is

necessary; (iv) if applicable, the rule (or similar criterion) on which the denial was based; and (v) if applicable, an explanation of the scientific or clinical judgment used in making the determination.

If you receive notice that your claim has been denied, **you have one hundred eighty (180) days following receipt of the denial to file a written request for a review.** You may submit any documentation you feel will support your claim including any comments that you feel are relevant to your claim. You are entitled to a copy of the Plan Document and other documents relevant to your claim. **Send your written request for a claim review to: Plan Administrator, Short Term Disability Benefit Plan, salesforce.com, Inc., The Landmark @ One Market, Suite 300, San Francisco, CA 94105.**

**Claim review time limit and notification requirements** The Plan Administrator will render a written decision within 45 days of receipt of your request. The review of your claim will: (i) give no weight to the initial denial; (ii) be of your entire file including any new material and arguments you submit; (iii) be done by an individual or individuals who neither made the initial denial nor is a subordinate of that individual; and (iv) be made with the consultation of a health care professional (with the appropriate specialty and experience) who was not the health care professional consulted on the initial denial nor a subordinate of that health care professional, if the initial denial was made in consultation with a health care professional or was based in whole or in part on a medical judgment.

If a decision cannot be reached within 45 days, you will be notified, in writing, prior to the expiration of that deadline. The notice must include the reason for the delay and the date a decision is expected. In no event will the decision process take more than 90 days from the date your request for review was received.

If, on review, your claim is denied, you will receive a written notice, including: (i) the specific reason for the denial; (ii) references to the specific Plan provisions on which the denial is based; (iii) a statement that you are entitled to, free of charge, reasonable access to, and copies of, all documents relevant to your claim; (iv) if applicable, the rule (or similar criterion) on which the denial was based; (v) if applicable, an explanation of the scientific or clinical judgment used in making the determination; (vi) a statement

that you have the right to file a civil suit<sup>1</sup>; and (vii) if applicable, the identity of any medical or vocational experts whose advice was obtained during the decision process.

## **ERISA INFORMATION**

**Do I have rights as an employee?** As a Plan participant, you are afforded the following rights under ERISA:

- You may examine the Plan Document. You may also examine copies of documents filed by the Plan with the Department of Labor, such as detailed annual reports. If you wish to examine any of these documents, contact the Human Resources Department. There is no charge for this examination.
- You may receive a copy of any of the Plan documents, for a reasonable charge, by making written request to the Plan Administrator. If you don't receive copies as requested within thirty days (except for reasons beyond the Administrator's control), you have the right to file suit in a federal court. The court may require that you be paid up to \$110 for each day of delay.
- If you so request, you will receive, without charge, a summary of the Plan's annual financial report.
- You are entitled to have the persons responsible for the operation of the Plan (these people are called "fiduciaries") act prudently and in the best interest of the Plan participants. If a fiduciary violates any requirements of ERISA, he or she may be removed and required to make good any loss caused the Plan. If a fiduciary misuses the Plan's money, you may file suit in a federal court or seek help from the Department of Labor.
- If your claim for benefits is denied, in whole or in part, you must receive a written explanation of the reason. You have the right to have your claim reviewed and reconsidered. If your claim is improperly denied or ignored, you have the right to file suit in a federal or state court.
- You can't be fired or discriminated against to prevent you from obtaining benefits or exercising your rights under ERISA.
- If you receive this document through electronic means, you have the right to request, free of charge, a paper copy of this document.

If you have any questions about the Plan, contact the Plan Administrator. If you have any questions about this statement or your rights under ERISA, or if you need

assistance in obtaining documents from the Plan Administrator, you may contact the nearest office (listed in your telephone directory) of the Employee Benefits Security Administration (EBSA), U.S. Department of Labor. The EBSA also has a national toll-free number: 1-866-444-EBSA (3272). You may also contact the EBSA by writing to the Division of Technical Assistance and Inquiries, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue, NW, Washington, DC 20210.

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<sup>1</sup> Any legal action to receive Plan benefits must be filed no later than six months after the date on which the final determination is made under the Plan.

## **PLAN INFORMATION**

### **Plan Name**

Salesforce.com, Inc.  
Short Term Disability Benefit Plan  
(Part of the Health and Welfare Plan)

### **Type of Plan**

Welfare benefit plan providing temporary disability benefits.

### **Funding**

All Plan benefits and costs are paid out of the Company's general assets.

### **Plan Administrator and Agent for Service of Legal Process**

Salesforce.com, Inc.  
The Landmark @ One Market, Suite 300  
San Francisco, CA 94105  
(415) 901-7000

### **Employer ID Number**

94-3320693

### **Plan Number**

501

### **Plan Fiscal Year End**

December 31

### **Claims Administrator**

The Larkin Company  
2350 Mission College Boulevard, Suite 390  
Santa Clara, CA 95054  
www.thelarkincompany.com  
(866) 923-3336 (toll-free)  
(650) 938-0933 (local)  
(650) 938-0943 (fax)