

**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 JANUARY 1, 2021.**



**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 at the end 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 <http://getsalesforcebenefits.com/contacts-and-resources/resource-library>.

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Salesforce.com, Inc. (the Company), in its capacity as Plan Administrator, has hired Matrix Absence Management, Inc., a third party claims administrator, 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 employee of Salesforce.com who is scheduled to work twenty or more hours per week at a Company location in the United States or its territories, but outside the State of California.

Interns, individuals working in the State of California or working outside of the United States and individuals performing services for the Company through an employment or leasing agency or as an independent contractor or consultant are not eligible to participate in the Plan.

**How do I enroll?** You don't need to. Once you satisfy the eligibility requirements (20 or more hours per week, etc.) you will be automatically enrolled. You must be at work on the day 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, if your scheduled work week is reduced to fewer than twenty hours per week. Or you are laid off. Or you are no longer employed by Salesforce.com;
- at midnight of the day your employment ends;
- at midnight of the fifteenth day after you begin an unpaid LOA or on the fifteenth day following a layoff without pay; 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, mental) which prevents you from performing your regular and customary occupation (or any reasonably related occupation);
- your pregnancy prevents you from performing your 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. You must participate in an accredited residential program or an approved outpatient program. If you participate in outpatient treatment, you must attend the program for a minimum of six hours per day, five days a week. Benefits for alcohol and drug abuse treatment are limited to ninety days.

You will not be considered disabled if you are doing work of any kind 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 occupation.

**Who determines when I am disabled?** The Claims Administrator, based on objective medical evidence and any other information that may be relevant.

## **BENEFITS**

**When will my benefits begin?** Your eighth consecutive day of disability, provided you see a doctor at some point during that period. A disability is deemed to be continuous if you return or are able to return to work for sixty days or less and become disabled again due to the same or related cause or condition.

**How much will I receive?** If you are disabled, you will be paid 80% of your On-Target Earnings (OTE) to a maximum of \$5,000. 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 return to work for the Company, or another employer (including self-employment) on a part-time basis while eligible for disability benefits, you may receive benefits that equal up to 80% of your earnings subject to the maximum weekly benefit of \$5,000. In no event will your combined income and benefits exceed your weekly earnings prior to becoming disabled.

**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 pay, or any other type of compensation not regularly received by you as part of your on-target earnings. Any additional voluntary withholdings that you have indicated on your W-4 form will continue to be withheld while you are receiving disability benefits.

If you are working on a part-time while still eligible for disability benefits, your earnings from such part-time employment will mean your actual on-target earnings at the time.

**What is deducted from my benefit?** Any of the following for which you are eligible: (i) primary and dependent disability or retirement benefits under the Federal Social Security Act, or any similar plan or act; (ii) temporary or permanent disability payments (whether total or partial), vocational rehabilitation payments, and any other amounts awarded or allocated under workers' compensation or a similar law; (iii) benefits under any other plan, fund, or arrangement, by whatever name known, providing disability benefits pursuant to a compulsory act or law of any government; (iv) benefits under a state disability plan or a Company plan providing disability benefits established in place of a state plan; (v) disability or retirement benefits under any other Company-sponsored or Company-funded plan; and (vi) any income from a group or individual plan providing benefits as a result of your disability. If you don't apply for these benefits, your benefit will be reduced by the amount you would have received had you applied.

If you have any unmet spousal and/or child support obligations the Plan may be required to make deductions from your benefit in order to meet such obligations.

Withholding and payment of any garnishment will be made in accordance the applicable regulations of the state social services, or similar agency of the state in which the STD claim is filed.

**Can benefits be suspended?** Yes. The Claims or 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 ten days following a written request by the Plan Administrator, your benefits will be suspended. Finally, if you leave your doctor's care, you reject the treatment plan recommended by your doctor, or if you provide false or misleading information to the Plan or Claims Administrator, 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 the date following twenty-six weeks of disability. The twenty-six weeks will include your 7-day elimination period, during which you may use your available PTO. However, if your disability ends before then (or if you die), 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:

- 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 injured in a war (as a civilian or soldier), riot, insurrection, or rebellion;
- your disability is due to a cosmetic or elective surgery or procedure, unless such surgery or procedure is deemed medically necessary by a physician as a result of your illness or injury.
- your disability results directly from the loss of your professional or license or certification;
- you are no longer under the care of a doctor, unless the Plan Administrator determines that your disability does not warrant such attention;
- you are incarcerated (in jail or any other facility) as a result of a criminal conviction;
- you are receiving unemployment compensation under any federal or state program; or
- you were not a Plan participant when your disability began;

## **CLAIMS**

**How do I file a claim?** You must notify Matrix Absence Management, Inc. of your claim as soon as is reasonably possible. Contact the Matrix Intake Center at 1-855-354-6937 or online at [www.matrixabsence.com](http://www.matrixabsence.com). Matrix will send you an information packet which may include forms that you or your doctor need to complete. Fill out any required forms and return them to Matrix. You must do this within forty-five days after the first compensable day of disability; otherwise, you may lose some or all of the benefits. 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. In no event will an application for benefits be accepted if filed more than six months after your first compensable day of disability.

**When do I receive my benefit 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 will be sent according to your regular pay schedule. Subsequent payments will be made every two weeks.

What do I do if my claim is denied? If the Claims Administrator denies your initial claim for benefits, you will receive a notice from the Claims Administrator which will include a copy of the Plan's claim review and appeal procedure, your right to receive a copy of the Plan Document as well as a detailed explanation of the section(s) of the Plan on which the denial was based and any other information required by ERISA or its regulations then in effect. You will have 180 days from the date of the denial to file a written request for a review. You may submit any documentation you feel will support your claim. You are entitled to a copy of the Plan Document and a detailed explanation of the section(s) of the Plan on which the denial of your claim was based. Send your written request to: Matrix Absence Management Quality Assurance Review, c/o RSLI, PO Box 13498, Philadelphia, PA 19101.

The Claims Administrator will render a written decision within 45 days of receipt of your request. If a decision cannot be reached within 45 days, you will be notified. In no event will the decision process take more than 90 days unless specific conditions require additional time for review and determination.

## **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, contact the nearest Area Office of the U.S. Labor-Management Services Administration, Department of Labor.

## **PLAN INFORMATION**

### **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.  
Salesforce Tower  
415 Mission Street, 3<sup>rd</sup> Floor  
San Francisco, CA 94105  
(415) 901-7000

### **Employer ID Number**

94-3320693

### **Plan Number**

501

### **Plan Fiscal Year End**

December 31<sup>st</sup>

### **Claims Administrator**

Matrix Absence Management, Inc.  
3979 Freedom Circle, Suite 650  
Santa Clara, CA 95054  
(800) 866-2301