

This Addendum (“**Addendum**”) to the Apttus General Terms of Use (“**Terms**”) constitutes a legal agreement between you or your employer or other entity on whose behalf you enter into this Addendum (the “**Customer**”) and APTTUS Corporation (“**APTTUS**”).

## 1. Definitions.

1.1. “**SFDC**” means salesforce.com, Inc., a third party.

1.2. “**SFDC Platform Service Agreement**” means the terms governing Customer’s access to the salesforce.com platform in using the Service, as set forth in Annex A below.

2. **Applicability.** This Addendum applies, in addition to the Terms, if Customer is accessing and using the Service on the SFDC Platform.

3. **SFDC’s Role.** Customer recognizes and agrees that: (a) the Service is hosted on a technology platform called salesforce.com, provided by SFDC; and (b) to access and use the Service, Customer agrees to comply with the SFDC Platform Service Agreement (see Annex A).

4. *(Replaces Section 12.2 of the Terms)* **No Third-Party Beneficiaries.** There are no third-party beneficiaries to the Terms except as may be set forth in the SFDC Platform Service Agreement.

### Annex A – SFDC Platform Service Agreement

THESE TERMS APPLY SOLELY TO YOUR ACCESS TO THE PLATFORM AS PERTAINS TO YOUR USE OF THE APTTUS SERVICE. THEY DO NOT SUPERCEDE OR ALTER ANY TERMS YOU MAY HAVE IN PLACE DIRECTLY WITH SFDC.

“**AppExchange**” means the online directory of on-demand applications that work with the SFDC Service, located at <http://www.appexchange.com> or at any successor websites.

“**Combined Solution**” means the combination of the Reseller Application and the Platform.

“**Platform**” means the online, Web-based platform service provided by SFDC to Reseller in connection with Reseller’s provision of the Reseller Application to You.

“**Reseller**” means Apttus Corporation.

“**Reseller Application**” means the Reseller quote-to-cash modules to which You subscribe.

“**SFDC Service**” means the online, Web-based service generally made available to the public via <http://www.salesforce.com> and/or other designated websites, including associated offline components but excluding Third-Party Applications. For purposes of this SFDC Service Agreement, the SFDC Service does not include the Platform.

“SFDC” means salesforce.com.

“Third-Party Applications” means online, Web-based applications and offline software products that are provided by third parties and are identified as third-party applications, including but not limited to those listed on the AppExchange and the Reseller Application.

“Users” means Your employees, representatives, consultants, contractors, agents and third parties with whom You conduct business who are authorized to use the Platform subject to the terms of this SFDC Service Agreement as a result of a subscription to the Reseller Application having been purchased for such User, and have been supplied user identifications and passwords by You (or by SFDC or Reseller at Your request).

“You” and “Your” means the customer entity which has contracted to purchase subscriptions to use the Reseller Application subject to the conditions of this SFDC Service Agreement, together with any other terms required by Reseller.

“Your Data” means all electronic data or information submitted by You as and to the extent it resides in the Platform or SFDC Service.

## **1. Use of Platform.**

(a) Each User subscription to the Reseller Application shall entitle one User to use the Platform via the Reseller Application, subject to the terms of this SFDC Service Agreement, together with any other terms required by Reseller. User subscriptions cannot be shared or used by more than one User (but may be reassigned from time to time to new Users who are replacing former Users who have terminated employment with You or otherwise changed job status or function and no longer require use of the Platform). For clarity, Your subscription to use the Platform hereunder does not include a subscription to use the SFDC Service generally or to use it in connection with applications other than the Reseller Application. If You wish to use the SFDC Service or any of its functionalities or services other than those included in the Reseller Application, or to create or use additional custom objects beyond those which appear in the Reseller Application in the form that it has been provided to You by Your Reseller, visit [www.salesforce.com](http://www.salesforce.com) to contract directly with SFDC for such services. In the event Your access to the Reseller Application provides You with access to the SFDC Service generally or access to any Platform or SFDC Service functionality within it that is in excess of the functionality described in the Reseller Application’s user guide, and You have not separately subscribed under a written contract with SFDC for such access, then You agree to not access or use such functionality, and You agree that Your use of such functionality, or Your creation or use of additional custom objects in the Reseller Application beyond that which appears in the Reseller Application in the form that it has been provided to You by your Reseller, would be a material breach of this Agreement.

(b) If Your subscription to use the Platform hereunder includes Salesforce Mobile, You understand that prior to purchasing Salesforce Mobile, You should refer to the Mobile Device list located at <http://www.salesforce.com/mobile/devices/> for information on mobile devices that are supported by SFDC. You agree that SFDC will not provide any refunds, credits or other compensation or remedies in connection with Your purchase of Salesforce Mobile for any mobile devices that are not supported by SFDC. Third party mobile device, operating system and network connectivity providers may, at any time, cease distribution of, interrupt, deinstall and/or prevent use of Salesforce Mobile clients on supported mobile devices without entitling You to any refund, credit or other compensation or remedies.

(c) Notwithstanding any access You may have to the Platform or the SFDC Service via the Reseller Application, Reseller is the sole provider of the Reseller Application and You are entering into a contractual relationship solely with Reseller. In the event that Reseller ceases operations or otherwise ceases or fails to provide the Reseller Application, SFDC has no obligation to provide the Reseller Application or to refund You any fees paid by You to Reseller.

(d) You (i) are responsible for all activities occurring under Your User accounts; (ii) are responsible for the content of all Your Data; (iii) shall use commercially reasonable efforts to prevent unauthorized access to, or use of, the Platform and the SFDC Service, and shall notify Reseller or SFDC promptly of any such unauthorized use You become aware of; and (iv) shall comply with all applicable local, state, federal and foreign laws and regulations in using the Platform.

(e) You shall use the Platform and the SFDC Service solely for Your internal business purposes and shall not: (i) license, sublicense, sell, resell, rent, lease, transfer, assign, distribute, time share or otherwise commercially exploit or make the Platform or the SFDC Service available to any third party, other than to Users or as otherwise contemplated by this SFDC Service Agreement; (ii) send spam or otherwise duplicative or unsolicited messages in violation of applicable laws; (iii) send or store infringing, obscene, threatening, libelous, or otherwise unlawful or tortious material, including material that is harmful to children or violates third party privacy rights; (iv) send or store viruses, worms, time bombs, Trojan horses and other harmful or malicious code, files, scripts, agents or programs; (v) interfere with or disrupt the integrity or performance of the Platform or the SFDC Service or the data contained therein; or (vi) attempt to gain unauthorized access to the Platform or the SFDC Service or its related systems or networks.

(f) You shall not (i) modify, copy or create derivative works based on the Platform or the SFDC Service; (ii) frame or mirror any content forming part of the Platform or the SFDC Service, other than on Your own intranets or otherwise for Your own internal business purposes; (iii) reverse engineer the Platform or the SFDC Service; or (iv) access the Platform or the SFDC Service in order to (a) build

a competitive product or service, or (b) copy any ideas, features, functions or graphics of the Platform or the SFDC Service.

**2. Audit.** SFDC may audit use of this User subscription through the SFDC Service. Should any audit reveal any unauthorized use of this User subscription, You agree to pay to SFDC, within thirty (30) days of SFDC's notice of the audit results the difference between the price charged by SFDC to Reseller for the applicable User subscription and SFDC's then-current list price for the full-use version of the User subscription for all of the User subscriptions in the same Org showing unauthorized use (taken as a group), beginning with the date of the first violation through the end of the then current subscription term (the "Prohibited Use Penalty"). Upon payment of the Prohibited Use Penalty, all User subscriptions showing unauthorized use will be converted into full-use subscriptions at SFDC's then-current list pricing for such full-use subscriptions for the remainder of the then current subscription term or subsequent terms during the Term of the Agreement.

**4. Integration with Third-Party Applications.** If You install or enable Third-Party Applications for use with the Platform or SFDC Service, You acknowledge that SFDC may allow providers of those Third-Party Applications to access Your Data as required for the interoperation of such Third Party Applications with the Platform or SFDC Service. SFDC shall not be responsible for any disclosure, modification or deletion of Your Data resulting from any such access by Third-Party Application providers. In addition, the Platform and SFDC Service may contain features designed to interoperate with Third-Party Applications (e.g., Google, Facebook or Twitter applications). To use such features, You may be required to obtain access to such Third-Party Applications from their providers. If the provider of any such Third-Party Application ceases to make the Third-Party Application available for interoperation with the corresponding Platform or SFDC Service features on reasonable terms, SFDC may cease providing such Platform or SFDC Service features without entitling You to any refund, credit, or other compensation.

**5. Proprietary Rights.** Subject to the limited rights expressly granted hereunder, SFDC reserves all rights, title and interest in and to the Platform and the SFDC Service, including all related intellectual property rights. No rights are granted to You hereunder other than as expressly set forth in this SFDC Service Agreement. The Platform and the SFDC Service is deemed SFDC confidential information, and You will not use it or disclose it to any third party except as permitted in this SFDC Service Agreement.

**6. Compelled Disclosure.** If either You or SFDC is compelled by law to disclose confidential information of the other party, it shall provide the other party with prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at the other party's cost, if the

other party wishes to contest the disclosure.

**7. Suggestions.** You agree that SFDC shall have a royalty-free, worldwide, transferable, sublicenseable, irrevocable, perpetual license to use or incorporate into any SFDC products or services any suggestions, enhancement requests, recommendations or other feedback provided by You or Your Users relating to the operation of the Platform and/or the SFDC Service.

**8. Suspension and Termination; Platform Continuity.**

(a) **Suspension and Termination.** Your use of the Platform and the SFDC Service may be immediately terminated and/or suspended upon notice due to (a) a breach of the terms of this SFDC Service Agreement by You or any User, (b) subject to Section 9(b) below, the termination or expiration of Reseller's agreement with SFDC pursuant to which Reseller is providing the Platform as part of the Reseller Application to You, and/or (c) a breach by Reseller of its obligations to SFDC with respect to the subscriptions it is providing to You in connection with this SFDC Service Agreement. If You use the Reseller Application in combination with a SFDC Service Org other than the Org provisioned solely for use with the Reseller Application (a "Shared org") You acknowledge and understand that (i) access to such Org, including the Reseller Application used in connection with such Org, may be suspended due to Your non-payment to SFDC or other breach of Your Agreement with SFDC, and (ii) in the event Your relationship with SFDC is terminated as a result of non-payment or other material breach of Your agreement with SFDC, Your Platform subscriptions would also be terminated. In no case will any such termination or suspension give rise to any liability of SFDC to You for a refund or other compensation.

(b) **Platform Continuity.** In the event that SFDC terminates this Agreement because Reseller has become the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors or Reseller ceases business in the ordinary course (any of which would be an "End of Operations Event" or "EoOE" for Reseller), SFDC will continue to make the Platform available to You and SFDC will take no self-initiated steps to (a) remove the Reseller Application from SFDC's systems or (b) block Your access to the Reseller Application via the Platform for the remainder of Your current order term with Reseller (the "Transition Period"), provided that: (i) You pay to SFDC in advance all fees owed to SFDC with respect to the Platform pursuant to a separate order between You and SFDC; (ii) You remain in compliance with this Platform Agreement; (iii) You are legally entitled to continued access to and use of the Reseller Application in combination with the Platform after an EoOE through a written agreement with Reseller or its successor in interest in anticipation of or as a consequence of any EoOE; and (iv) there are no legal impediments to SFDC continuing to host the Reseller Application (as reasonably determined by SFDC). Notwithstanding SFDC's continued provision of the Platform, You understand

and acknowledge that SFDC shall not be responsible for providing (other than hosting “as is” subject to the above conditions), updating, maintaining or supporting the Reseller Application during the Transition Period.

**9. No Warranty.** SFDC MAKES NO WARRANTIES OF ANY KIND, INCLUDING BUT NOT LIMITED TO WITH RESPECT TO THE PLATFORM, THE SFDC SERVICE, AND/OR THE RESELLER APPLICATION, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE. TO THE MAXIMUM EXTENT PERMITTED BY LAW, SFDC DISCLAIMS ALL CONDITIONS, REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, WITH RESPECT TO THE PLATFORM, THE SFDC SERVICE, AND/OR THE RESELLER APPLICATION, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS.

**10. No Liability.** IN NO EVENT SHALL SFDC HAVE ANY LIABILITY TO YOU OR ANY USER FOR ANY DAMAGES WHATSOEVER, INCLUDING BUT NOT LIMITED TO DIRECT, INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR DAMAGES BASED ON LOST PROFITS, HOWEVER CAUSED AND, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, WHETHER OR NOT YOU HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

**11. Third Party Beneficiary.** SFDC shall be a third party beneficiary to the agreement between You and Reseller solely as it relates to this SFDC Service Agreement.

**12. Applicability.** The terms of this SFDC Service Agreement govern the Platform provided to You by Reseller in connection with Reseller’s provision of the Reseller Application to You. For clarity, the terms of this SFDC Service Agreement do not supersede any agreement between SFDC and You with respect to SFDC Services purchased by You directly from SFDC (“**Directly Purchased SFDC Services**”). To the extent Your Data is submitted by You to Directly Purchased SFDC Services and is resident on the Directly Purchased SFDC Services, Your Data will constitute “Customer Data” as defined in the agreement between SFDC and You with respect to the Directly Purchased SFDC Services.