

These X-Author Terms ("**Terms**") constitute a legal agreement between you or your employer or other entity on whose behalf you agree to these Terms (the "**Customer**") and Apttus Corporation ("**Apttus**").

IF YOU ARE AGREEING TO THESE TERMS ON BEHALF OF YOUR EMPLOYER OR ANOTHER LEGAL ENTITY, THEN YOU REPRESENT AND WARRANT THAT YOU HAVE THE AUTHORITY TO BIND THAT ENTITY AS THE CUSTOMER.

These Terms apply in addition to the Apttus Master Subscription Services Agreement located at <http://legal.apptus.com/#apptus-master-subscription-services-agreement> or any separately executed master subscription agreement between the parties, as applicable ("**Agreement**"). In the event of any conflict between these Terms and the Agreement, these Terms shall prevail to the extent of any inconsistency. In the event of any conflict between these Terms and any Order executed hereunder, these Terms shall prevail to the extent of any inconsistency.

Apttus may amend these Terms from time to time by posting an amended version at its website and sending Customer notice thereof (an email to Customer's project sponsor shall be deemed sufficient in this case). Such amendment will be deemed accepted and become effective 30 days after such notice (the "**Proposed Amendment Date**") unless Customer first gives Apttus written notice of rejection of the amendment. In the event of such rejection, these Terms will continue under their original provisions, and the amendment will become effective at the start of Customer's next subscription term following the Proposed Amendment Date. Customer's continued use of the services purchased hereunder following the effective date of an amendment will confirm Customer's consent thereto. These Terms may not be amended in any other way except through a written agreement by authorized representatives of each party.

1. "**X-Author**" means an Apttus offering that, if purchased by Customer, is part of the Subscription Services and enables Users to add and update CRM records from certain spreadsheet applications.
2. Customer may not use X-Author in conjunction with third-party products that are competitive with the Service without prior written consent of Apttus. X-Author may not function in conjunction with such third-party products.
3. Access to Salesforce.com or Microsoft Azure objects provided by third parties may be either restricted or unsupported when use in conjunction with any X-Author for Excel product.
4. If Customer purchases X-Author on a standalone basis, no license or other access to the Salesforce.com or Microsoft Azure platform will be included with the X-Author license purchased from Apttus. Customer must in that case have an appropriate API-enabled license to the objects that are intended to be accessed with X-Author.
5. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE AGREEMENT, IF CUSTOMER CHOOSES TO USE X-AUTHOR APPLICATION TEMPLATES CREATED BY A THIRD PARTY, IN NO EVENT SHALL APTTUS HAVE ANY LIABILITY TO CUSTOMER 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 CUSTOMER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.