

Decision Knowledge Center Subscription Agreement

THIS SUBSCRIPTION AGREEMENT ("AGREEMENT") GOVERNS THE FREE TRIAL OF THE SERVICES WITH THE SUBSCRIBER.

IF YOU PURCHASE THE SERVICES FROM DECISION INNOVATION, INC., THIS AGREEMENT WILL ALSO GOVERN THE SUBSCRIBER'S PURCHASE AND ONGOING USE OF THOSE SERVICES.

This agreement is between you and Decision Innovation, Inc. ("Decision Innovation"). By signing the quote acceptance, clicking "I accept" or using the application (as defined below), you agree to be bound by the terms and conditions of this agreement. If you are purchasing a subscription on behalf of your company or organization, you represent and warrant that you have the authority to bind your company or organization to this agreement. If you do not agree to be bound by the terms and conditions of this agreement, do not click "I accept" or use the application.

Decision Innovation, Inc. ("Decision Innovation") provides access to its Web-based application(s) and provides maintenance and support for said application(s) ("Services"). You subscribe to the Services either (1) on a free trial basis for thirty (30) days (the "Trial Period") or (2) for a paid subscription period indicated on a signed Order Form ("Subscription Term" and collectively with the Trial Period, the "Term"). Decision Innovation desires to provide the Services to You on the terms and conditions set forth in this Agreement by permitting You access to the proprietary Decision Innovation technology used by Decision Innovation to deliver the Services, provided that You accept all the terms in this Agreement.

This Agreement was last updated on December 17, 2013. It is effective between You and Decision Innovation as of the date of You accepting this Agreement.

In consideration of the mutual promises and covenants contained in this agreement and other good and valuable consideration, the receipt and sufficiency of which are mutually acknowledged, the parties agree as follows:

1. Definitions

(a) "Application" means Decision Knowledge Center (DKC) by Decision Innovation, the online strategic decision management software application as a service developed by Decision Innovation that operates within the Force.com platform.

(b) "Authorized Users" means persons affiliated with Subscriber who are authorized to use Services, for whom subscriptions to Services have been purchased, and who have been supplied user identifications and passwords by the Subscriber (or by Decision Innovation at the Subscriber's request). Authorized Users may include but are not limited to the Subscriber's employees, consultants, contractors and agents; or third parties with which the Subscriber transacts business.

(c) "CRM Functionality" is defined as access to SFDC CRM standard objects through standard tabs, related lists and custom tabs, through the Salesforce web services API or through reports and dashboards. CRM standard objects include campaigns, leads, opportunities, cases, solutions and forecasts.

(d) "CRM Subscription" means a subscription for a Subscriber who becomes authorized to use CRM Functionality through the Prohibited Use Penalty as defined in section 4(c).

(e) "Force.com platform" means the web-based technology platform provided by Salesforce.com that includes a user interface, operating system, customization and integration capabilities for Salesforce.com's on-demand customer relationship management service.

(f) "Materials" means the material arising out of the provision of the services.

(g) "Order Form" means a form or invoice issued by Decision Innovation under this agreement setting forth the fees, Subscription Term, number of Authorized Users for Subscriber's access to the application and services to be provided by Decision Innovation.

(h) "Services" means the services to be provided by Decision Innovation that are ordered by the Subscriber as part of a free trial or specified on the order form.

(i) "SFDC" means salesforce.com.

(j) "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 as described in Exhibit A.

(k) "Subscriber" means the company or other legal entity that purchases a subscription for the service pursuant to this agreement.

(l) "Subscription Term" is a paid subscription period indicated on a signed Order Form when You can use Services provided by Decision Innovation.

(m) "Term" collectively the Subscription Term and the Trial Period.

(n) "Trial Period" is the thirty (30) days when Services can be used on a free trial basis.

2. Fees

(a) Fees. As consideration for the rights granted and services provided by Decision Innovation pursuant to this agreement, Subscriber shall pay Decision Innovation the fees set forth in the applicable Order Form. Payment shall be in the currency designated in the Order Form and in accordance with the terms set forth therein.

All Fees will be billed in advance on an annual basis and are due within thirty (30) days after receipt of invoice, unless otherwise agreed to in the Order Form.

There is no charge for the use of the Services during the Trial Period. At the end of the Trial Period, your access to Application will expire. Subscription to the Application will start on an agreed upon date once an executed Order Form has been received by Decision Innovation.

(b) Late payment. Any payment not received from Subscriber when due shall incur interest at the rate of eighteen percent (18%) per annum or the maximum rate permitted by law, whichever is less. Subscriber shall reimburse Decision Innovation for all expenses (including reasonable attorneys' fees) incurred by Decision Innovation to collect any amount that is not paid when due. If any Fees are more than thirty (30) days overdue, Decision Innovation may (in addition to any other rights or remedies Decision Innovation may have) discontinue Services and suspend all Authorized User ID's and Subscriber access to Services until such amounts are paid in full. Subscriber shall maintain complete, accurate and up-to-date billing and contact information at all times.

(c) Taxes. Any and all amounts payable hereunder by Subscriber are exclusive of any goods and services tax, value added, sales, use, excise or other similar taxes (collectively, "taxes"). Subscriber is

solely responsible for paying any applicable taxes. If Decision Innovation has the legal obligation to collect any taxes, Subscriber shall reimburse Decision Innovation upon invoice by Decision Innovation.

(d) Fraudulent use. If Subscriber continues to use Services after expiration of the Trial Period without executing an Order Form, Subscriber will be deemed to have (a) agreed to obtain the Services for a Subscription Term set forth in Section 7(a); (b) reaffirmed to this Agreement as it relates to a Subscription Term and (c) will pay Decision Innovation the then-current Fees for the Services as invoiced by Decision Innovation for such Subscription Term.

3. License

(a) License grant. Subject to Subscriber's material compliance with the terms and conditions of this agreement, Decision Innovation grants Subscriber a non-exclusive, non-transferable, non-sub-licensable, limited license to use the application and the materials during the term of this agreement. The license period commences on the date of signature or on-line acceptance of this agreement.

(b) Restrictions. Use of the application and the materials is limited to the total number of Authorized Users specified in the order forms issued by Decision Innovation and paid for by Subscriber. Except as expressly permitted under this agreement, Subscriber shall not itself or permit any other party to: (1) translate, download, reproduce, make error corrections, or otherwise modify or adapt the application or the materials or create derivative works based upon the application or materials; (2) reverse engineer, decode, decompile, disassemble or otherwise attempt to access or derive the source code or structural framework of the application; (3) access the application or the materials for purposes of developing, marketing, selling or distributing any product or service that competes with or includes features substantially similar to the application; (4) sell, loan, rent or lease access to the application or the materials or use the application or materials as part of a service bureau or similar fee-for-service purpose; (5) provide access to the application or the materials to anyone other than Authorized Users; (6) use the application or the materials in any way that does not comply with applicable laws and regulations; (7) use the application or the materials in any way that could damage the reputation of Decision Innovation or the goodwill or other rights associated with the application or the materials; or (8) modify or remove any copyright or proprietary notices on the application or materials.

(c) Prohibited Use. These Services are subject to the additional restrictions and/or permissions, that are contractual in nature (i.e., the functionality itself has not been disabled as a technical matter in the Services). Authorized User accounts that have Administrative privileges to the Services may only be used to use, configure and administer the Services. These Administrative privileges may not be used to access, distribute, or use any CRM Functionality.

SFDC may audit the Subscriber's use of CRM Functionality through the SFDC Service. Should any audit reveal any unauthorized use of the CRM Functionality, Subscriber agrees to pay to Decision Innovation, within twenty (20) business days of the notice of the audit results the SFDCs then-current list price for the full-use version of the CRM Functionality for all of the Subscribers 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 (Prohibited Use Penalty). Upon payment of the Prohibited Use Penalty, all Subscribers showing unauthorized use will be converted into full-use CRM Subscription(s) at SFDCs 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.

(d) Technical requirements. Subscriber shall be solely responsible for obtaining, configuring and maintaining any hardware, network connectivity and third-party software required to access the application, including, but not limited to, computers, operating systems, web browsers and storage devices. Subscriber acknowledges and agrees that use of the application requires a valid subscription

to the Force.com platform, and Subscriber further agrees to the terms and conditions in Exhibit A included herein.

(e) Usage statistics. Decision Innovation may collect and analyze usage statistics relating to use of the application for purposes of benchmarking, troubleshooting and improving the performance and functionality of the application.

(f) New Versions. New versions of the "Application" will be made available to the client, free of charge during the subscription period. However custom configurations made by the client however may make automated upgrade impossible and may require the engagement of professional services from Decision Innovation at the cost of the client to migrate to new versions.

4. Services

(a) Subject to the Subscriber's material compliance with the terms and conditions of this agreement, Decision Innovation must provide the services to the Subscriber.

(b) The Subscriber must:

(i) Liaise and cooperate with, and provide all reasonable assistance to, Decision Innovation;

(ii) Provide Decision Innovation access to an Authorized User account that has Administrative privileges to the Services as necessary to avoid any disruption in Service. Any delay in providing Decision Innovation Administrative Access can result in a disruption in Service at no fault of Decision Innovation.

(iii) Provide access to premises and equipment;

(iv) Ensure the safety of Decision Innovation's personnel; and

(v) Comply with all relevant laws, including in relation to workplace safety and to the provision of the services.

5. Protection and compliance

(a) Protection. Subscriber shall make reasonable efforts to advise all Authorized Users of the restrictions on use of the application and the materials set forth in section 3(b). In the event that Subscriber becomes aware of any unauthorized use of the application or the materials by way of Subscriber's network, servers or other facilities, Subscriber shall promptly give notice to Decision Innovation of such unauthorized use and make all reasonable efforts to eliminate such unauthorized use. Subscriber shall establish appropriate security policies, procedures, access control methodologies and network protection techniques to safeguard access to the application and the materials and ensure compliance with the terms and conditions of this agreement. All such measures shall comply with prevailing industry standards but in no case consist of less than reasonable care.

(b) Compliance. Upon not less than five (5) business days written notice, Decision Innovation may, at its expense, inspect the equipment and facilities used by Subscriber to access or provide access to the application and materials and Subscriber's records concerning access to and use of the application and materials, but only as reasonably necessary to verify compliance with the terms and conditions of this agreement. Such inspection shall be conducted no more frequently than once per twelve (12)-month period. If an inspection reveals that Subscriber's usage of the application or materials materially exceeded the scope of the license granted herein, Subscriber shall reimburse Decision Innovation for the reasonable costs of the inspection and pay Decision Innovation the fees associated with such usage. Notwithstanding the foregoing, Decision Innovation shall be entitled to pursue any other legal and equitable remedies it may have on account of Subscriber's breach of this agreement.

6. Intellectual property rights

Subscriber acknowledges and agrees that Decision Innovation and its licensors own all right, title and interest (including, but not limited to, all patent, copyright, trademark, trade secret and other intellectual property rights) in and to the application and the materials.

7. Term and termination

(a) Term. The Trial Period will commence when this Agreement is agreed to by the Subscriber and expire thirty (30) days thereafter. Either party may terminate the Trial Period upon written notice to the other party. The initial Subscription Term will commence when this Agreement is agreed to by the Subscriber and continue for one (1) year, unless otherwise agreed to in the Order Form. Thereafter, the Subscription Term will renew for additional one (1) year Terms unless either party gives the other party prior written notice of non-renewal within sixty (60) days prior to the expiration of the then-current Subscription Term renewal date. Decision Innovation reserves the right to increase the Fees applicable to any renewal term upon written notice to the Subscriber. This agreement shall continue in full force and effect until all terms of access granted pursuant to all Order Forms expire or are terminated.

(b) Termination. Upon the termination of this Agreement for any reason, (i) any amounts owed to Decision Innovation under this Agreement before such termination will become immediately due and payable; and (ii) the Subscriber will return Decision Innovation's property to Decision Innovation (including any Confidential Information) in the Subscriber's possession or control.

Notwithstanding section 7(a), this agreement may be terminated as follows:

(1) Material breach. Either party may terminate this agreement in the event of a material breach by the other party that remains uncured thirty (30) days after the non-breaching party gives the breaching party written notice of such breach;

(2) Insolvency. Either party may terminate this agreement in the event that the other party becomes insolvent or bankrupt; becomes the subject of any proceedings under bankruptcy, insolvency or debtor's relief law; has a receiver or manager appointed; makes an assignment for the benefit of creditors; or takes the benefit of any applicable law or statute in force for the winding up or liquidation of such party's business; or

(3) Suspension. In the event that Subscriber fails to make any payment when due under this agreement, Decision Innovation may immediately suspend Subscriber's access to the application and suspend the services. If any such payment remains unpaid more than thirty (30) days after it becomes due, then Decision Innovation may immediately terminate this agreement. Subscriber shall not be entitled to any refund or credit for any period of suspension, and any suspension or termination by Decision Innovation pursuant to this section 7(b)(3) shall be without prejudice to any other rights or remedies available to Decision Innovation under this agreement or applicable law.

(c) Effect of termination. If this agreement is terminated or expires for any reason: (a) the licenses granted pursuant to clause 3(a) will immediately cease; (b) the Subscriber must immediately cease use of the application and remove the application from its hardware, computers, operating systems and other storage devices; and (c) the Subscriber must cease all use of the materials and, at the option of Decision Innovation, destroy or deliver up to Decision Innovation all the materials (including copies) in its possession or control.

8. Representations and warranties

Decision Innovation and Subscriber each represents and warrants to the other that: (a) it has the necessary power and authority to enter into this agreement; (b) the execution and performance of this agreement has been authorized by all necessary corporate or institutional action; (c) entry into and performance of this agreement will not conflict with any provision of law or the certificate of

incorporation, by-laws or comparable organizational documents of the party or conflict with any condition of any contract to which it is a party; (d) no action by any governmental organization is necessary to make this agreement valid and binding upon the party; and (e) it possesses all licenses and other governmental approvals necessary to perform its obligations under this agreement.

9. Indemnification

(a) Decision Innovation indemnification. Decision Innovation agrees that Subscriber shall have no liability and Decision Innovation shall indemnify, defend and hold Subscriber harmless against any loss, damage, cost, liability and expense (including reasonable attorneys' fees) arising from any action or claim of a third party (collectively, "losses") that Subscriber's use of the application or the materials in material conformity with the terms and conditions of this agreement infringes the copyright of such third party ("Decision Innovation indemnification"). In the event that the application or the materials become the subject of a claim of infringement or Decision Innovation reasonably determines that the application or the materials are likely to become the subject of such a claim, Decision Innovation may, at its option: (1) procure for Subscriber a license as necessary for Subscriber to exercise the rights granted by Decision Innovation under this agreement; (2) modify the application or the materials to avoid infringement or replace the application or the materials, provided that the modified or replacement application or materials retain materially the same functionality as the application or materials; or (3) terminate this agreement without further obligation to Subscriber; provided, however, that Subscriber shall be entitled to a pro rata refund of the fees paid for any unused term.

(b) Subscriber indemnification. Subscriber agrees that Decision Innovation shall have no liability and Subscriber shall indemnify, defend and hold Decision Innovation harmless against any loss, except as to losses covered by Decision Innovation indemnification, arising from: (1) use of the application or materials by Subscriber or its Authorized Users or through Subscriber's accounts or facilities; (2) negligence or willful misconduct of Subscriber or any authorized user; or (3) breach of this agreement or the Subscriber's representations or warranties herein.

(c) Procedure. The indemnified party shall: (1) give the indemnifying party prompt written notice of any loss or threat of loss; (2) cooperate fully with the indemnifying party, at the indemnifying party's expense, in the defense or settlement of any loss or threat of loss; and (3) give the indemnifying party sole and complete control over the defense or settlement of any loss or threat of loss; provided, however, that any settlement must include a complete release of the indemnified party without requiring the indemnified party to make any payment or bear any obligation.

10. Confidential information

"Confidential information" as used herein means information identified in good faith by either party as "confidential" and/or "proprietary," or information that, under the circumstances, ought reasonably be treated as confidential and/or proprietary. "confidential information" shall include, but not be limited to, the terms and conditions of this agreement, the source code and structural framework of the application, the materials, information relating to future releases of the application and pricing information and business plans provided by Decision Innovation. Neither party shall disclose to a third party confidential information of the other party. To maintain in confidence the confidential information of the disclosing party, the receiving party shall use the same degree of care as it uses to protect the confidentiality of its own confidential information of like nature, but no less than a reasonable degree of care. The foregoing obligations shall not apply to any confidential information that: (1) can be demonstrated to have been publicly known at the time of the disclosing party's disclosure of such confidential information to the receiving party; (2) becomes part of the public domain or publicly known, by publication or otherwise, not due to any unauthorized act or omission by the receiving party; (3) can be demonstrated to have been independently developed or acquired by the receiving party without reference to or reliance upon such confidential information; (4) is provided to the receiving party by a third party who is under no obligation to the disclosing party to keep the information confidential; or (5) is required to be disclosed by law, provided that the receiving party

takes reasonable and lawful actions to avoid and/or minimize such disclosure and promptly notifies the disclosing party so that the disclosing party may take lawful actions to avoid and/or minimize such disclosure. Each party agrees that it will use the confidential information provided by the other party only as necessary to discharge its obligations under this agreement and for no other purpose without the prior written consent of the disclosing party.

11. Disclaimer of warranties

The application is provided to Subscriber "as is" and "with all faults." Decision Innovation, to the maximum extent permitted by law, expressly disclaims all guarantees, warranties and representations (except as set forth in section 8), express or implied, in relation to the application, materials and the services including, without limitation: (a) consumer guarantees relating to, and implied warranties of, merchantability, fitness for a particular purpose and due care and skill; and (b) any consumer guarantee and any warranty with respect to the quality, accuracy, currency or completeness of the application, or that Subscriber's use of the application will be error-free, uninterrupted, free from other failures or will meet Subscriber's requirements.

12. Limitation of liability

(a) In no event shall either party be liable to the other party for any incidental, indirect, special, punitive or consequential damages, including, but not limited to, damages arising from any type or manner of commercial, business or financial loss (including loss of data) occasioned by or resulting from any use of the application, such as any malfunction, defect or failure of the application or its delivery via the internet, even if such party had actual or constructive knowledge of the possibility of such damages and regardless of whether such damages were foreseeable. The total liability of Decision Innovation for any claim under this agreement shall not exceed the aggregate fees paid by Subscriber to Decision Innovation under this agreement during the twelve (12)-month period preceding the date on which such claim arose.

(b) Decision Innovation undertakes no responsibility for, and disclaims all liability arising from, any defects or failures in any communications lines, the internet or internet service provider, Subscriber's computer hardware or software, the Force.com platform or any other product or service used to access the application. Subscriber acknowledges and agrees that Decision Innovation is not responsible for the accuracy of any information or data contained in the application, and Decision Innovation shall not be liable for any losses or damages resulting from reliance on any such information or data under any circumstances.

13. General

(a) Use of name. Subscriber acknowledges and agrees that Decision Innovation may identify Subscriber as a Decision Innovation customer in advertising and promotional materials.

(b) Notice. Notices given under this agreement shall be in writing and may be delivered by hand or sent by internationally-recognized courier service, e-mail or fax to the physical address, e-mail address or fax number for each party set forth in the most current order form. Any such notice shall be deemed successfully given: (1) if delivered personally, at the time of delivery; (2) in the case of an internationally-recognized courier service, the date of delivery confirmation; or (3) in the case of e-mail or fax, at the time of successful transmission.

(c) Assignment. Subscriber may not assign this agreement, or sublicense, assign or delegate any right or obligation hereunder, by operation of law or otherwise, without the prior written consent of Decision Innovation.

(d) Entire agreement. This agreement, including all order forms, annexes, exhibits and schedules, contains the final and entire agreement of the parties on the subject matter herein and supersedes all

previous and contemporaneous oral or written negotiations or agreements on the subject matter herein.

(e) Amendment. This agreement may not be amended except in a writing executed by an authorized representative of each party.

(f) Severability. If any provision of this agreement shall be held to be invalid or unenforceable under applicable law, then such provision shall be construed, limited, modified or, if necessary, severed to the extent necessary to eliminate its invalidity or unenforceability. Such provision shall be ineffective to the extent of such invalidity or unenforceability only, without in any way affecting the remaining parts of this agreement.

(g) Governing law. This Agreement will be governed exclusively by, and construed exclusively in accordance with, the laws of the United States and the State of Illinois, without regard to its conflicts of laws provisions.

(h) Dispute resolution. The state and federal courts located in Mchenry County, Illinois will have exclusive jurisdiction to adjudicate any dispute relating to this Agreement. Each Party hereby consents to the exclusive jurisdiction of such courts.

(i) Force majeure. Any prevention of or delay in either party's performance hereunder due to labor disputes, acts of god, governmental restrictions, enemy or hostile governmental action, fire or other casualty or other causes beyond such party's reasonable control shall excuse such party's performance of its obligations hereunder for a period equal to the duration of any such prevention or delay.

(j) Non-waiver. The failure of either party to require strict performance by the other party of any provision hereof shall not affect the full right to require such performance at any time thereafter, nor shall the waiver by either party of a breach of any provision hereof be taken or held to be a waiver of the provision itself.

(k) Survival. The provisions of this agreement that should by their nature survive termination of this agreement shall survive such termination, including, but not limited to, sections 2(b), 2(c), 2(d), 3(b), 3(e), 5, 6, 7, 8, 9, 10, 11, 12 and 13.

EXHIBIT A - SFDC Service Agreement

"**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.

"**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 Decision Innovation, Inc.

"**Reseller Application**" means Decision Knowledge Center (DKC).

"**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.

Use of Platform.

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 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.

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.

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.

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.

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.

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.

Third-Party Providers. Reseller and other third-party providers, some of which may be listed on pages within SFDC's website and including providers of Third-Party Applications, offer products and services related to the Platform, the SFDC Service, and/or the Reseller Application, including implementation, customization and other consulting services related to customers' use of the Platform and/or the SFDC Service, and applications (both offline and online) that interoperate with the Platform and/or the SFDC Service such as by exchanging data with the Platform and/or the SFDC Service or

by offering additional functionality within the user interface of the Platform and/or the SFDC Service through use of the Platform and/or SFDC Service's application programming interface. SFDC does not warrant any such third-party providers or any of their products or services, including but not limited to the Reseller Application or any other product or service of Reseller, whether or not such products or services are designated by SFDC as "certified," "validated" or otherwise. Any exchange of data or other interaction between You and a third-party provider, including but not limited to the Reseller Application, and any purchase by You of any product or service offered by such third-party provider, including but not limited to the Reseller Application, is solely between You and such third-party provider. In addition, from time to time, certain additional functionality (not defined as part of the Platform or SFDC Service) may be offered by SFDC or Reseller to You, for an additional fee, on a pass-through or OEM basis pursuant to terms specified by the licensor and agreed to by You in connection with a separate purchase by You of such additional functionality. Your use of any such additional functionality shall be governed by such terms, which shall prevail in the event of any inconsistency with the terms of this SFDC Service Agreement.

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.

Access by Reseller. To the extent Reseller serves as the administrator of the Reseller Application for You, You acknowledge that your use of the Reseller Application may be monitored by Reseller and Reseller may access Your Data submitted to the SFDC Service or Reseller Application. By agreeing to this SFDC Service Agreement, you are consenting to such monitoring and access by Reseller.

Return of Your Data. You have thirty (30) days from the date of termination your Reseller Application subscription term in which to request a copy of Your Data, which will be made available to You in a .csv format. Any modifications to such Your Data made by the Reseller Application outside of the Platform (if any) will not be captured in Your Data as returned and the return of any such modified data shall be the responsibility of Reseller.

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.

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