

SFDC SUPPLEMENTAL TERMS

SFDC PLATFORM USAGE TERMS

SFDC PLATFORM USAGE TERMS INCLUDE SFDC USAGE TERMS, SFDC DPA TERMS, HEROKU TERMS OF SERVICE, BING MAPS TERMS OF SERVICE, MICROSOFT TERMS, AND ADDITIONAL TERMS AND CONDITIONS

These SFDC Supplemental Terms are a part of the Software Subscription and Support Agreement (the "Agreement") between the Customer and LiquidFrameworks. All capitalized terms in these SFDC Supplemental Terms (other than in the SFDC DPA Terms below) that are not defined herein, shall have the meaning given to those terms in the Agreement.

SFDC Usage Terms

- (i) Customer cannot use the Combined Solution to create or use additional custom objects beyond those which appear in the FieldFX in the form that it has been provided to the Customer by LiquidFrameworks, except that the Customer, LiquidFrameworks, or LiquidFrameworks designated implementation partner may create Additional Custom Objects solely under LiquidFrameworks' guidance and solely to create E-Forms up to a limit of 75 custom objects. The Customer may use Combined Solution to access such Additional Custom Objects and/or any Additional Custom Objects included by LiquidFrameworks in FieldFX provided that the Customer can use such Additional Custom Objects solely for E-Forms functionality or for the FieldFX functionality provided by LiquidFrameworks. For clarity except for creating and using E-Forms, the Customer may not develop or use custom objects in any type of applications for internal use or install additional applications in connection with the OEM Services included in the Combined Solution. In addition, the Customer may not access the Service Subscription in order to copy any ideas, features, functions or graphics of the Combined Solution, and the Customer may not use the Service Subscription to configure or develop functionality to replace any product, module, feature, function, or capability offered either by LiquidFrameworks or SFDC.
- (ii) Admin User subscriptions may be used by the applicable Customer User only to configure and administer the OEM Service in support of the Customer's use of the Combined Solution. An Admin User subscription may not be used to access, distribute, or use any CRM functionality. CRM functionality is defined as access to CRM standard objects through standard tabs, related lists in custom tabs, through the Salesforce web services API or through reports and dashboards. CRM standard objects include campaigns, leads, opportunities, cases, solutions and forecasts. An Admin User subscription is required per Org, and one Admin User subscription should be ordered for every 50 User subscriptions (i.e. if the Customer has 51 users, two Admin Users are required which would result in 49 Users which are not Admin Users). The Customer is required to subscribe and pay for Admin Users for any individual who is performing implementation services, Support, or any other function involving configuration or administration for the Combined Solution (including but not limited to Customer employees, contractors, or LiquidFrameworks employees). If more than one Admin User subscription is required, additional Admin User subscriptions are available for purchase.
- (iii) Through providing implementation services and Support services for SFDC, LiquidFrameworks shall have access to the Customer Data and Customer's SFDC account. If additional FieldFX data or file storage is used by the Customer beyond the amount provided in the Documentation, the Customer will be invoiced for the excess usage and will pay LiquidFrameworks for that use.
- (iv) In the use of the Combined Solution, Customer Data may be transmitted outside SFDC's system. In that case, Customer Data is being processed solely on the Customer's (or its representative's) offline mobile hardware and to that extent LiquidFrameworks has no access to that Customer Data on that

offline mobile hardware and SFDC is not responsible for the privacy, security or integrity of that Customer Data. Also in the use of the Combined Solution, information may be stored in the Combined Solution about the Customer's configuration and usage of the Combined Solution ("Configuration/Usage Data"). LiquidFrameworks will have access to the Customer's Configuration/Usage Data through SFDC and in that event, SFDC is not responsible for the privacy, security or integrity of the Configuration/Usage Data as provided in the click-through agreement with SFDC. The Customer represents and warrants that the Customer will notify all of the Customer's Users who are subjects of the Configuration/Usage Data prior to their use of the Combined Solution that LiquidFrameworks receives Configuration/Usage Data from SFDC and to that extent, SFDC is not responsible for the privacy, security or integrity of the Configuration/Usage Data. SFDC or LiquidFrameworks may audit the use of the Customer's User subscription through the SFDC Service or through the Combined Solution. The Customer is required to comply with the restrictions of this Agreement whether or not those restrictions are enforced technically or programmatically by the SFDC Service or Combined Solution. If a Customer uses the SFDC Service or the Combined Solution outside of the restrictions of this Agreement, the Customer will be obligated to pay LiquidFrameworks the full amount charged for the usage outside the restrictions of the Agreement through the Term of the Agreement for the Customer's unauthorized use. Should any audit reveal any unauthorized use (which includes any unauthorized rights to access functionality) of this User subscription, the Customer agrees to pay to LiquidFrameworks, within thirty (30) days of LiquidFrameworks notice of the audit results with the obligation of the Customer to pay for full-use version of the User subscriptions 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 (Prohibited Use Penalty). Upon payment of the Prohibited Use Penalty, all User subscriptions showing unauthorized use will be converted into full-use subscriptions at SFDCs and LiquidFrameworks 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.

- (v) Any use of the Service Subscription in breach of this Agreement, Documentation or Order Forms, by the Customer or the Customer's Users that in LiquidFrameworks' or SFDC's judgment threatens the security, integrity or availability of the service subscriptions of LiquidFrameworks or SFDC with third parties, may result in the immediate suspension of the Service Subscription, however LiquidFrameworks and/or SFDC will use commercially reasonable efforts under the circumstances to provide the Customer with notice and an opportunity to remedy such violation or threat prior to such suspension. Customer acknowledges and understands that the Customer's access to a Shared Org may be suspended or terminated due to breach of the Customer's agreement with SFDC for the SFDC Services, due to a breach of the SFDC Service Agreement, or due to a breach of this Agreement. The Customer will remain liable to LiquidFrameworks for the fees for the Service Subscription until the Order end date, notwithstanding any such interruption or termination. In no case will any such termination or suspension give rise to any liability of LiquidFrameworks to Customer for a refund or damages. In addition, the Customer may not use the Combined Solution with the intent of replacing existing SFDC Service subscriptions with Combined Solution subscriptions.
- (vi) If the Customer wants the ability to create or use custom objects that are not E-Forms or create or use Additional Custom Objects beyond 75 custom objects that are E-Forms in FieldFX in the form that it has been provided to the Customer by LiquidFrameworks, the Customer must contract directly with SFDC for those capabilities.
- (vii) By subscribing to the Service Subscription, the Customer acknowledges that the Customer's business contacts' information (including individuals' names, physical addresses, phone numbers, and e-mail addresses) will be disclosed by LiquidFrameworks to SFDC with the intent that it will be used by SFDC pursuant, and subject to, its privacy policy available at <http://www.salesforce.com>.

Heroku Terms of Service

- (viii) The services of Heroku.com (“Heroku”) may be used to provide the Combined Solution with access to the mobile software components and to enable the synchronization capabilities of the FieldFX. By the Customer using the Combined Solution, the Customer is also agreeing to the terms of service of Heroku which are located at <https://www.heroku.com/policy/tos>.

Bing Maps Terms of Service

- (ix) The services of Bing Maps (“Bing Maps”) may be used to provide the Combined Solution with map capabilities that are used to enable the mapping functionality of the FieldFX. By the Customer using the Combined Solution, the Customer is also agreeing to the terms of Bing Maps which are located at <http://www.liquidframeworks.com/supplementalterms/bingmapsterms>.

Microsoft Terms

- (x) The services of Microsoft Azure Machine Learning (“Azure ML”) may be used to provide the Combined Solution with machine learning capabilities that are used to enable some of the artificial intelligence functionality of the FieldFX. By the Customer using functionality of the Combined Solution that includes machine learning, the Customer is also agreeing to the terms of Azure ML which are located at <http://www.liquidframeworks.com/supplementalterms/microsoftterms>.

Additional Terms and Conditions

- (xi) Customer’s (including its employees’ and contractors’) privacy is important to LiquidFrameworks. The goal is to make the Service Subscription, the Combined Solution and any other services provided by LiquidFrameworks as good and useful for Customer as possible. In order to do that, LiquidFrameworks may collect and process information from Customer (including its employees and contractors) when it subscribes to a Service Subscription, or accesses or uses a Service Subscription, the Combined Solution or any other services provided by LiquidFrameworks. LiquidFrameworks will collect certain personally identifiable information from you as set forth in more detail in LiquidFrameworks’s privacy policy (as modified from time to time, the “Privacy Policy”). The current version of the Privacy Policy is available at <http://www.liquidframeworks.com/privacy/>. When subscribing to a Service Subscription, or accessing and using the Service Subscription, the Combined Solution or any other services provided by LiquidFrameworks, Customer (and each of its employees and contractors) agrees that LiquidFrameworks may collect, use and disclose, as set forth in the Privacy Policy, the information it (including any of its employees and contractors) provides, or LiquidFrameworks collects from Customer (including any of its employees and contractors), when any of them subscribes to a Service Subscription or during their access or use of the Service Subscription, the Combined Solution or any other services provided by LiquidFrameworks.

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 LiquidFrameworks, Inc.

“**Reseller Application**” means FieldFX.

“**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 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. **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.
3. **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.

4. **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.
5. **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.
6. **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.
7. **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.
8. **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.
9. **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) 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.

10. **Subscriptions Non-Cancelable.** Subscriptions for the Platform are non-cancelable during a subscription term, unless otherwise specified in Your agreement with Reseller.
11. **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.
12. **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.
13. **Further Contact.** SFDC may contact You regarding new Platform and SFDC Service features and offerings.
14. **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.
15. **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.

SFDC DPA Terms

LiquidFrameworks and SFDC have concluded the Salesforce Reseller Data Processing Addendum (which replaces the Salesforce Reseller Data Processing Addendum effective as of June 7, 2016) (collectively, the "Salesforce Data Agreement" or "SFDC DPA"). If the Salesforce Data Agreement is part of the Agreement, Customer and You agree that any processing performed by SFDC as a Subprocessor to LiquidFrameworks and on behalf of the Customer or You shall be governed by the Salesforce Data Agreement. All terms not defined in these SFDC DPA Terms shall have the meaning given to them in the SFDC DPA.

The Customer and You, also agree to the following terms and conditions as part of the Salesforce Data Agreement:

1.1 Contractual Relationship. All access to and use of the Resold Services and Content by a Reseller Customer or Reseller Customer Authorized Affiliate must comply with applicable terms and conditions of the SFDC DPA and the Agreement and any violation of the terms and conditions thereof by a Reseller Customer or its Reseller Customer Authorized Affiliate(s) shall be deemed a violation by Reseller.

1.2 Communication. The Reseller that is the contracting party to the Agreement shall remain responsible for coordinating all communication with SFDC under this SFDC DPA and be entitled to make and receive any communication in relation to this SFDC DPA on behalf of its Reseller Customers and its Reseller Customer Authorized Affiliate(s).

1.3 Rights. Where Reseller executes an agreement with a Reseller Customer with respect to the subject matter in the SFDC DPA (hereafter, the "Customer Terms"), to the extent required under applicable Data Protection Laws and Regulations, Reseller may extend the Customer Terms to such Reseller Customer's Reseller Customer Authorized Affiliate(s), in its discretion, subject to the following:

1.3.1 Except where applicable Data Protection Laws and Regulations require a Reseller Customer Authorized Affiliate to exercise a right or seek any remedy under the SFDC DPA against Reseller directly by itself, the parties agree that (i) solely the Reseller Customer that is the contracting party to the Customer Terms shall exercise any such right against Reseller or seek any such remedy from Reseller on behalf of such Reseller Customer or its Reseller Customer Authorized Affiliate(s), and (ii) the Reseller Customer that is the contracting party to the Customer Terms shall exercise any such rights against Reseller under the SFDC DPA not separately for itself or each Reseller Customer Authorized Affiliate individually, but in a combined manner for itself and all of its Reseller Customer Authorized Affiliate(s) together (as set forth, for example, in Section 1.3.2, below).

1.3.2 The Reseller Customer that is the contracting party to the Customer Terms shall, when requesting Reseller to conduct an on-site audit of the procedures relevant to the protection of Personal Data, take all reasonable measures to limit any impact on SFDC and its Sub-Processors. To the extent reasonably possible, Reseller agrees to require Reseller Customer to combine several audit requests carried out on behalf of different Reseller Customers into one single audit (or, when possible to rely on previously conducted audits to satisfy subsequent requests).

For purposes of these SFDC DPA Terms, the following terms shall have the following meanings:

"Reseller" means LiquidFrameworks.

"Reseller Customer" means the Customer as defined under the Software Subscription and Support Agreement with LiquidFrameworks.