

Master Subscription Agreement

This Master Subscription Agreement (the “**Agreement**”) is a legal agreement between you or your employer or other entity on whose behalf you enter into this Agreement (the “**Customer**”) and Apttus Corporation (“**APTTUS**”).

YOU MUST READ AND AGREE TO THE TERMS OF THIS MASTER SUBSCRIPTION AGREEMENT BEFORE USING THE SERVICE. BY CLICKING ON THE “ACCEPT” BUTTON OF THIS AGREEMENT, SIGNING, OR BY DOWNLOADING, INSTALLING OR USING THE SERVICE, YOU ARE AGREEING TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT ON BEHALF OF CUSTOMER. IF YOU DO NOT AGREE WITH THE TERMS AND CONDITIONS OF THIS AGREEMENT, THEN YOU SHOULD EXIT THIS PAGE AND NOT DOWNLOAD, INSTALL OR USE THE SERVICE.

IF YOU ARE ENTERING INTO THIS AGREEMENT 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.

IF YOU INTEND TO USE THE SERVICE IN CONJUNCTION WITH PRODUCTS THAT ARE COMPETITIVE WITH APTTUS PRODUCTS AND MAY HAVE BEEN PROVIDED BY A THIRD PARTY, THE SERVICE MAY NOT FUNCTION WITH THOSE PRODUCTS. **YOU MAY NOT ACCESS THE SERVICE IF YOU ARE AN APTTUS COMPETITOR, EXCEPT WITH PRIOR WRITTEN CONSENT OF APTTUS.**

THIS SERVICE MAY NOT BE USED IN CONJUNCTION WITH ANY SALESFORCE APPLICATION THAT IS SIMILAR TO AN APPLICATION ALREADY SOLD BY APTTUS, EXCEPT WITH THE PRIOR WRITTEN CONSENT OF APTTUS.

IF CUSTOMER CHOOSES TO USE X-AUTHOR FOR EXCEL APPLICATION TEMPLATES (“APPS”) CREATED BY A 3RD PARTY, IN NO EVENT SHALL APTTUS CORPORATION 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 YOU HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

BY ENTERING INTO THIS AGREEMENT, CUSTOMER REPRESENTS AND WARRANTS THAT EACH USER OF THE SERVICE HAS A VALID LICENSE BOTH TO MICROSOFT OFFICE AS WELL AS THE SALESFORCE.COM PLATFORM, ACKNOWLEDGES THAT APTTUS IS NOT A RESELLER OF OR RESPONSIBLE FOR MICROSOFT OFFICE OR THE SALESFORCE.COM PLATFORM AND THAT SALESFORCE.COM AND MICROSOFT ARE NOT RESPONSIBLE FOR THE SERVICE IN ANY WAY, AND COVENANTS THAT CUSTOMER IS AND WILL REMAIN IN COMPLIANCE WITH THE TERMS OF ITS APPLICABLE AGREEMENTS FOR THE SALESFORCE.COM PLATFORM AND MICROSOFT OFFICE PRODUCTS.

IF YOU REGISTER FOR A FREE TRIAL FOR THE SERVICE, THIS AGREEMENT WILL ALSO GOVERN YOUR USE OF THE SERVICE DURING THE TRIAL PERIOD. OTHER APTTUS SUBSCRIPTION MODULES ARE AVAILABLE AND MAY BE SUBJECT TO SEPARATE TERMS AND CONDITIONS.

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Definitions.

1.1 “Add-ins” means the APTTUS add-in software for Microsoft Office or other software components provided by APTTUS.

1.2 “Customer Data” means all electronic data or information exchanged between Customer’s Salesforce Instance and Microsoft Office.

1.3 “Free Trial” If Customer registers with APTTUS or through the Salesforce.com AppExchange (<https://appexchange.salesforce.com/>) for a 30-day evaluation period, APTTUS will make the Service available to Customer on a trial basis free of charge until the earlier of (a) the end of the 30-day trial period, or (b) the start date of any Purchased Service subscriptions ordered by Customer for such Service. Additional trial terms and conditions may appear on the trial registration web page. Any such additional terms and conditions are incorporated into this Agreement by reference and are legally binding. **FREE TRIALS MAY ONLY BE INSTALLED IN SANDBOX ENVIRONMENTS AND USED SOLELY FOR EVALUATION PURPOSES AND NOT FOR THE MAINTENANCE OR PROCESSING OF ANY DATA ON WHICH CUSTOMER WOULD TYPICALLY RELY IN A PRODUCTION CAPABLE ENVIRONMENT.**

- 1.4 "Instance"** means the virtual space provided to Customer by Salesforce and which includes all Customer Data and Salesforce applications.
- 1.5 "Order Form"** means the ordering documents representing the purchase of the Service as agreed to between the parties that specify the number of subscriptions ordered, Subscription Term, applicable fees, and any additional terms and conditions.
- 1.6 "Purchased Service"** means Service that Customer purchases under an Order Form, as distinguished from that provided pursuant to a free trial.
- 1.7 "Service"** means the combination of Add-ins and the APTTUS web-based components installed in the Instance pursuant to a Free Trial or a Purchased Service described in an Order Form.
- 1.8 "Subscription Term"** means the period of time between the applicable Subscription Start Date and Subscription End Date as set forth in an Order Form.
- 1.9 "Users"** means Customer's employees, consultants, contractors, agents, or partners who are authorized to use the Service and have been supplied user identifications and passwords by Customer..
- 2. Provision of Service.** APTTUS shall, in compliance with all applicable local, state, federal, and foreign laws, make the Service available to Customer pursuant to the terms and conditions set forth in this Agreement.
- 3. Customer Responsibilities.** Customer is responsible for all activities that occur under Customer's User accounts. Customer shall: (i) use commercially reasonable efforts to prevent unauthorized access to, or use of, the Service, and notify APTTUS promptly of any such unauthorized use; (ii) comply with all applicable local, state, federal, and foreign laws in using the Service; and (iii) virus check any file being uploaded or saved to the Service.
- 4. Use Guidelines.** Customer shall not: (i) license, sublicense, sell, resell, rent, lease, transfer, assign, distribute, time share or otherwise commercially exploit or make the Service available to any third party, other than as contemplated by this Agreement; (ii) interfere with or disrupt the integrity or performance of the Service or (iii) attempt to gain unauthorized access to the Service.
- 5. User Fees.** Customer shall pay all fees specified in all executed Order Forms hereunder. Fees are based on the number of subscriptions purchased in the relevant Order Form, not the extent of actual usage, unless otherwise set forth in applicable Order Form. Fees are non-refundable, and the number of subscriptions purchased cannot be decreased during the relevant Subscription Term stated on the Order Form. Unless otherwise stated, APTTUS' fees do not include any local, state, federal or foreign taxes, levies or duties of any nature ("**Taxes**"). If APTTUS has the legal obligation to pay or collect Taxes for which Customer is responsible under this section, the appropriate amount shall be invoiced to and paid by Customer unless Customer provides APTTUS with a valid tax exemption certificate authorized by the appropriate taxing authority.
- 6. Invoicing & Payment.** License fees for the term of the Purchased Service will be invoiced annually in advance and otherwise in accordance with the terms set forth in the relevant Order Form. Unless otherwise stated in the Order Form, fees are due net 30 days from the invoice date, and payable in \$US.
- 7. License Grant.** APTTUS grants to Customer and its Users a worldwide, non-exclusive, non-transferable, non-sublicenseable right to access and use the Service in accordance with the terms of this Agreement.
- 8. No Salesforce License.** No Salesforce license or other access to the Salesforce platform is included or provided by APTTUS pursuant to this Agreement. Customer must have appropriate API-enabled Salesforce licenses to the objects they need to access with any portion of the Service.
- 9. Reservation of Rights.** Customer acknowledges that in providing the Service, APTTUS utilizes (i) the apttus.com name, the apttus.com logo, the apttus.com domain name, the X-Author.com domain name, the X-Author name, the X-Author logo, the product and service names associated with the Service, and other trademarks and service marks; (ii) certain audio and visual information, documents, software and other works of authorship; and (iii) other technology, software, hardware, products, processes, algorithms, user interfaces, know-how and other trade secrets, techniques, designs, inventions and other tangible or intangible technical material or information (collectively, "**APTTUS Technology**") and that the APTTUS Technology is covered by intellectual property rights owned or licensed by APTTUS (collectively, "**APTTUS IP Rights**"). Other than as expressly set forth in this Agreement, no license or other rights in or to the APTTUS Technology or APTTUS IP Rights are granted to Customer, and all such licenses and rights are hereby expressly reserved.
- 10. Restrictions.** Customer shall not (i) modify, copy or create derivative works based on the Service or APTTUS Technology; (ii) disassemble, reverse engineer, or decompile the Service or APTTUS Technology, or access it in order to (A) build a competitive product or service, (B) build a product or service using similar ideas, features, functions or graphics of the Service,

(C) copy any ideas, features, functions or graphics of the Service or (D) use it in connection with any products that are competitive with APTTUS products.

11. Customer Data. APTTUS EXPLICITLY DISCLAIMS ANY LIABILITY RELATED TO THE STORAGE, ACCESSIBILITY, LEGALITY, OR SECURITY OF CUSTOMER DATA. The Service merely facilitates the exchange of Customer Data between the Instance and Microsoft Office. No Customer Data is persisted elsewhere by APTTUS. Additionally, APTTUS DOES NOT HAVE ACCESS TO ANY Customer Data that may be stored outside of the Service by a User.

12. Confidentiality. The Receiving Party shall not disclose or use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement, except with the Disclosing Party's prior written permission. As used herein, "**Confidential Information**" means all confidential and proprietary information of a party ("**Disclosing Party**") disclosed to the other party ("**Receiving Party**"), whether orally or in writing that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure, including the terms and conditions of this Agreement, the Service, the APTTUS Technology, business and marketing plans, technology and technical information, screen and product designs and the interoperability with Salesforce, and business processes. Confidential Information may include third party information for which the disclosing party has a duty of confidentiality.

12.1 Compelled Disclosure. If the Receiving Party is compelled by law to disclose Confidential Information of the Disclosing Party, it shall provide the Disclosing Party with prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure.

12.2 Remedies. If the Receiving Party discloses or uses (or threatens to disclose or use) any Confidential Information of the Disclosing Party in breach of this Section 5, the Disclosing Party shall have the right, in addition to any other remedies available to it, to seek injunctive relief to enjoin such acts, it being specifically acknowledged by the parties that any other available remedies are inadequate.

13. Warranties. Each party represents and warrants that it has the legal power to enter into this Agreement. APTTUS represents and warrants that (i) it will provide the Service in a manner consistent with general industry standards reasonably applicable to the provision thereof; (ii) it owns or otherwise has sufficient rights to the Service and the APTTUS Technology to grant the rights and licenses granted herein; and (iii) the Service and APTTUS Technology do not infringe any intellectual property rights of any third party.

13.1 Disclaimer. EXCEPT AS EXPRESSLY PROVIDED HEREIN, APTTUS MAKES NO WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. APTTUS HEREBY SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

14. Limitation of Liability. EXCEPT FOR A PAYMENT OBLIGATION BY CUSTOMER, IN NO EVENT SHALL EITHER PARTY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, EXCEED THE AMOUNT ACTUALLY PAID BY CUSTOMER TO APTTUS DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE CLAIM. FURTHER, APTTUS EXPLICITLY DISCLAIMS ANY LIABILITY WHATSOEVER RELATED TO OR ARISING FROM CUSTOMER'S FREE TRIAL USE OF THE SERVICE.

14.1 Exclusion of Consequential and Related Damages. IN NO EVENT SHALL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER PARTY FOR ANY LOST PROFITS, LOSS OF USE, COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES HOWEVER CAUSED AND, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

15. Term of Agreement. User subscriptions commence on the start date specified in the relevant Order Form and continue for the Subscription Term specified therein. At the end of the initial Subscription Term, the Service(s) described in the active Order Form(s) will auto-renew for a period of 1 year, unless (i) Customer notifies APTTUS at least forty five (45) days in advance of their intent not to renew; or (ii) renewal Order Form(s) have already been negotiated. The Subscription Rate for the auto-renew term will increase by 3% for each year of the then current Subscription rate.

16. Uninstall and Delete APTTUS Software. Upon termination or expiration of this Agreement, Customer will uninstall and delete, from all Customer desktop, mobile, web and other environments, any APTTUS provided software related to the Service. This includes managed packages or other software that has been installed in any Instance. If requested by APTTUS, APTTUS may be present to validate uninstall activities. Customer will deliver a written statement to this effect.

17. Surviving Provisions. The following provisions shall survive any termination or expiration of this Agreement: 8, 9, 10, 12, 14, and 16.

18. Governing Law. This Agreement shall be governed exclusively by the internal laws of the State of California, without regard to its conflicts of laws rules.

19. Venue. The state and federal courts located in San Francisco County, California shall have exclusive jurisdiction to adjudicate any dispute arising out of or relating to this Agreement. Each party hereby consents to the exclusive jurisdiction of such courts. Each party also hereby waives any right to jury trial in connection with any action or litigation in any way arising out of or related to this Agreement.

20. Entire Agreement. This Agreement, including all exhibits and addenda hereto, constitute the entire agreement between the parties, and supersede all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. No modification, amendment, or waiver of any provision of this Agreement shall be effective unless in writing and signed by the party against whom the modification, amendment or waiver is to be asserted. In the event of any conflict between the provisions in this Master Subscription Agreement and any exhibit or addendum hereto, the terms of such exhibit or addendum shall prevail to the extent of any inconsistency.