

# **Product Usage Terms**

Effective Date: April 6, 2017 <u>View previous versions of this document</u>

Use of the products listed below is subject to the corresponding Product Usage Terms below. These Product Usage Terms are legally binding and are incorporated by reference into any FinancialForce ("FF") Order Form signed on or after the Effective Date above for the applicable product(s).

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# **CURRENT PRODUCTS**



FinancialForce Financial Management

Product Name	Product Usage Terms
Financials Full User	This product requires at least one Embedded Platform Admin User, subject to the Embedded Platform Admin User terms below.
	Additional users of this product may be ordered only in quantities of 3 or more, unless otherwise agreed in an Order Form.
Restricted Sales Cloud Add- On	For proper functioning of the FinancialForce Financial Management services, FF may be required to provision a User with a full Salesforce CRM license, i.e. a Restricted Sales Cloud Add-On license, instead of only the Embedded Force.com Platform. Unless the applicable User has a separate Salesforce CRM subscription from Salesforce, use of the Restricted Sales Cloud Add-On product is subject to the following restrictions, which are contractual in nature (i.e., the functionality itself has not been disabled as a technical matter in the Services): (i) Users may use this license to access the Opportunities CRM object, but not the Campaigns, Leads, Cases, Solutions or Forecasts object; (ii) Users may only use this license as needed to use the FinancialForce Financial Management products and (iii) Users may only access this license if they are accountants or their full-time job is acting in an accounting function. Customer will assign each Salesforce Platform License for FFA User a profile that limits access to the above functions.
	FF's rights and remedies in the <u>Unauthorized Use and Remedies</u> clause below apply to this product.
Financials View, Approval and CRM User	Use of this product is subject to the following restrictions, which are contractual in nature (i.e., the functionality itself has not been disabled technically in the Services): (i) This product may be used only to view and approve billing and invoice data. (ii) Each user of this product must have an active Sales Cloud or Service Cloud User subscription purchased directly from Salesforce. Customer will assign each Financials View, Approval and CRM User a profile that limits access to objects and features in accordance with the above restrictions.
	FF may review use of this product in Customer's account, or Salesforce may perform such a review and provide the results to FF. Should any such review reveal unauthorized use of this product, FF may provide a written notice to Customer describing, and including reasonable documentation of, such unauthorized use. Within five days after any such notice, Customer will certify or provide FF with evidence that such unauthorized use has ceased. If Customer does not provide such certification or evidence within such time period, or if Customer provides such certification or evidence and a later review again reveals unauthorized use of this product, then (a) if the unauthorized use of is of FinancialForce Financials functionality, Customer will pay FF, within 30 days of invoice by FF, the difference between the price charged by FF to Customer for the applicable Financials View, Approval and CRM Users and FF's then-current list price for Financials Full Users for all of Customer's Financials View, Approval and CRM Users then in effect, beginning with the date of the first violation through the end of the then-current subscription term., and upon payment of such amount, all Financials View, Approval and CRM Users will be converted into Financials Full Users for the remainder of the then-current subscription term and any automatic renewal terms; and/or (b) if the unauthorized use is a failure to have an active Sales Cloud or Service Cloud User subscription purchased directly from Salesforce, Customer will pay Salesforce, within 30 days of invoice, Salesforce's then-current list price for full Sales Cloud or Service Cloud User subscription purchased directly from Salesforce, beginning with the date of the first violation through the end of the then-current subscription

	term., and upon payment of such amount, all such Financials View, Approval and CRM Users will have a Sales Cloud or Service Cloud User for the remainder of the then-current subscription term.
	This product requires at least one Embedded Platform Admin User, subject to the Embedded Platform Admin User terms below.
	Additional users of this product may be ordered only in quantities of 3 or more, unless otherwise agreed in an Order Form.
Conga for Financial Management	The following additional terms amend the Master Subscription Agreement ("MSA") between FF and Customer solely with respect to the "Conga for Financial Management" product, comprised of the Conga Composer, Conga Conductor and Workflow solutions ("Conga Product"), and apply to the Conga Product notwithstanding anything to the contrary in the MSA: (1) FF is an authorized reseller of the Conga Product, which is provided by AppExtremes, LLC (DBA "Conga"). (2) The Conga Product retrieves, processes, and modifies Customer Data and transmits Customer Data outside the FF and Force.com systems to Conga's network to enable Customer to use the Conga Product. Conga has agreed to maintain appropriate administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Customer Data. Because the Conga Product does not run on the Force.com platform, no other security or data protection measures described in the MSA apply to the Conga Product. (3) Any usage restrictions and disclaimers applicable to the Services shall also apply to Content. "Content" means the visual information, documents, software, products and services contained or made available to Users in the course of using the Conga Product, other than Customer Data. (4) The only uptime commitment made by FF for the Conga Product is FF's standard uptime commitment in the "Our Responsibilities" section of the FF online Master Subscription Agreement at http://www.financialforce.com/msa. (5) In no event will FF's liability to Customer in connection with the Conga Product exceed the amount paid by Customer to FF, for the FF products with which Customer used the Conga Product, in the twelve (12) months preceding the incident giving rise to a claim. (6) Any renewal of the Conga Product subscription under this Order Form is subject to the continuing availability of the Conga Product for resale by FF. (7) If the agreement between Conga and FF terminates, any Conga Product subscription under the applicable Sales Order Form will be s
Financial Management Community Logins/Month	Use of the Financial Management Community Logins/Month product is subject to the following restrictions, which are contractual in nature (i.e., the functionality itself has not been disabled technically in the Services):
	(a) This product may be used only by personnel of companies with which Customer transacts business, including, for example, customers, subcontractors, alliance partners and vendors of Customer. This product may not be used by employees or other personnel of Customer.
	(b) Users of this product may only access the following Salesforce objects and functionality: (i) Chatter, Files, People, Topics, and Profiles; (ii) Accounts; (iii) Salesforce1; (iv) Force.com Sites; (v) Products and Price Books (read-only access); (vi) APIs; and (viii) workflow approvals (submit only). Access to any other Salesforce functionality or technology as part of the Financial Management Community Logins/Month product is prohibited.
	(c) Customer must subscribe to a User-based FinancialForce Financials product.
	(d) Each Financial Management Community Logins/Month subscription entitles a User access to one community.

	Customer will assign each Financial Management Community Logins/Month User a profile that limits access to objects and features in accordance with the above restrictions.
	The pricing for this product includes the number of logins per calendar month specified in the applicable Order Form times the corresponding quantity of this product specified in the Order Form (the "Permitted Number of Monthly Logins"). If in any calendar month the aggregate number of logins exceeds three times the Permitted Number of Monthly Logins, Customer will be charged 1.5 times the per-login price for each login in excess of three times the Permitted Number of Monthly Logins. If the aggregate number of logins exceeds the Permitted Number of Monthly Logins in each of four consecutive calendar months, Customer will be charged 1.5 times the per-login price for each excess login in such fourth month and in each consecutive month thereafter in which the aggregate number of logins exceeds the Permitted Number of Monthly Logins. The per-login price is equal to the monthly fee for the Financial Management Community Logins/Month product divided by the Permitted Number of Monthly Logins. Such additional fees will be charged to Customer monthly in arrears. Unused logins are forfeited at the end of each month and do not roll over to subsequent months. The beginning and end of each calendar month will conform to U.S. Pacific Time.
	FF will provision 20 Users for every permitted monthly login. For example only, if the Permitted Number of Monthly Logins is 1,000, FF will provision 20,000 Financial Management Community Logins/Month Users. All such Users are subject to the restrictions above, and the aggregate usage by all such Users is subject to the monthly login limit above.
	FF's rights and remedies in the <u>Unauthorized Use and Remedies</u> clause below apply to this product.
Spend & Inventory Full User	This product requires at least one Embedded Platform Admin User, subject to the Embedded Platform Admin User terms below.
	Additional users of this product may be ordered only in quantities of 3 or more, unless otherwise agreed in an Order Form.
Spend & Inventory View and Approval User	Use of this product is subject to the following restrictions, which are contractual in nature (i.e., the functionality itself has not been disabled technically in the Services): (a) Users who are not in a procurement role may use the product to view and approve purchasing or spending items, and (b) Users may use the product to view stock before committing an order. Customer will assign each Spend & Inventory View and Approval User a profile that limits access to the functionality required for the purpose above.
	Additional users of this product may be ordered only in quantities of 3 or more, unless otherwise agreed in an Order Form.
	FF's rights and remedies in the <u>Unauthorized Use and Remedies</u> clause below apply to this product.

Self-Service Requisition User	Use of this product is subject to the following restrictions, which are contractual in nature (i.e., the functionality itself has not been disabled technically in the Services): This product may be used only to raise purchasing requests, and not to grant approvals. Customer will assign each User of this product a profile that limits access to the functionality required for the purpose above.
	Additional users of this product may be ordered only in quantities of 3 or more, unless otherwise agreed in an Order Form.
	FF's rights and remedies in the <u>Unauthorized Use and Remedies</u> clause below apply to this product.
Service Contracts User	Use of this product is subject to the following restrictions, which are contractual in nature (i.e., the functionality itself has not been disabled technically in the Services): (a) Users may use this product only to access service contracts functionality. (b) Users may access this product only if they have an active Sales Cloud or Service Cloud user subscription purchased directly from Salesforce. Customer will assign each User of this product a profile that limits access to the functionality required for the purpose above.
	Additional users of this product may be ordered only in quantities of 3 or more, unless otherwise agreed in an Order Form.
	FF's rights and remedies in the <u>Unauthorized Use and Remedies</u> clause below apply to this product.
Quoting/Sales Order User	Use of this product is subject to the following restrictions, which are contractual in nature (i.e., the functionality itself has not been disabled technically in the Services): (a) Users may use this product only to access advanced quoting functionality. (b) Users may access this product only if they have an active Sales Cloud or Service Cloud user subscription purchased directly from Salesforce. Customer will assign each User of this product a profile that limits access to the functionality required for the purpose above.
	Additional users of this product may be ordered only in quantities of 3 or more, unless otherwise agreed in an Order Form.
	FF's rights and remedies in the <u>Unauthorized Use and Remedies</u> clause below apply to this product.
QuickBooks Migration Tool Beta	The following additional terms amend the Master Subscription Agreement ("MSA") between FF and Customer solely with respect to the "QuickBooks Migration Tool Beta", ("QB Migration Tool"), and apply to the QB Migration Tool notwithstanding anything to the contrary in the MSA: (1) The QB Migration Tool requires FF to access and process Customer information and data outside the FF and Force.com systems. Because the QB Migration Tool does not run on the Force.com platform, the security and data protection measures described in the MSA do not apply to any data processed in conjunction with the QB Migration Tool until such data resides in the FF Services. (2) The QB Migration Tool is a Beta Service as defined in the MSA and is subject to the Beta Services terms described therein. A subscription to this product shall not automatically renew, and no uptime or security commitments in the MSA apply. (3) The QB Migration Tool is provided "AS IS," exclusive of any warranty whatsoever. FF will have no liability for any harm or damage arising out of or in connection with the QB Migration Tool. (4) This product does not include any FF professional services. As with all FinancialForce products, Customer must purchase any FF professional services relating to the QB Migration Tool pursuant to a separate Statement of Work.

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# **Professional Services Automation**

Product Name	Product Usage Terms
Full PSA User	This product requires at least one Embedded Platform Admin User, subject to the Embedded Platform Admin User terms below. Additional users of this product may be ordered only in quantities of 5 or more, unless otherwise agreed in an Order Form.
	This product includes one PSA Resource per user.
Full PSA User - Enterprise	This product includes (i) <u>Sandbox Access</u> and (ii) one PSA Resource per user. It also requires at least one Embedded Platform Admin User, subject to the <u>Embedded Platform Admin User</u> terms below.
	Additional users of this product may be ordered only in quantities of 5 or more, unless otherwise agreed in an Order Form.
PSA T&E User	Use of the Time & Expense User product is subject to the following restrictions, which are contractual in nature (i.e., the functionality itself has not been disabled technically in the Services): A Time & Expense User may access only the Timecards and Expense custom objects of the FinancialForce PSA product, and other screens as needed to select time and expense data to enter it into the FinancialForce PSA product, solely for the purpose of entering and updating that User's time and expenses for professional services and updating that User's skills and certifications. Customer will assign each Time & Expense User a profile that limits access to the functionality required for the purpose above.
	Additional users of this product may be ordered only in quantities of 5 or more, unless otherwise agreed in an Order Form.
	This product includes one PSA Resource per user.
	FF's rights and remedies in the <u>Unauthorized Use and Remedies</u> clause below apply to this product.
PSA T&E User - Enterprise	This product includes <u>Sandbox Access</u> .
	Use of the Time & Expense User product is subject to the following restrictions, which are contractual in nature (i.e., the functionality itself has not been disabled technically in the Services): A Time & Expense User may access only the Timecards and Expense custom objects of the FinancialForce PSA product, and other screens as needed to select time and expense data to enter it into the FinancialForce PSA product, solely for the purpose of entering and updating that User's time and expenses for professional services and updating that User's skills and certifications. Customer will assign each

	Time & Expense User a profile that limits access to the functionality required for the purpose above.
	Additional users of this product may be ordered only in quantities of 5 or more, unless otherwise agreed in an Order Form.
	This product includes one PSA Resource per user.
	FF's rights and remedies in the <u>Unauthorized Use and Remedies</u> clause below apply to this product.
PSA CRM View Only	Use of the PSA CRM View Only product is subject to the following restrictions, which are contractual in nature (i.e., the functionality itself has not been disabled technically in the Services): (i) A PSA CRM View Only for CRM User is permitted full access to the PSA Chatter features, and read-only access to all other features and functions, of the FinancialForce PSA product. A PSA CRM View Only User may not enter or modify data in the FinancialForce PSA product except to post or comment in the PSA Chatter feature. (ii) A PSA CRM View Only User subscription must have an active Sales Cloud or Service Cloud User subscription purchased directly from Salesforce. Customer will assign each PSA CRM View Only User a profile that limits access to objects and features in accordance with the above restrictions.
	Additional users of this product may be ordered only in quantities of 5 or more, unless otherwise agreed in an Order Form.
	FF's rights and remedies in the <u>Unauthorized Use and Remedies</u> clause below apply to this product.
	This product requires at least one Embedded Platform Admin User, subject to the <b>Embedded Platform Admin User</b> terms below.
PSA CRM View Only -	This product includes <u>Sandbox Access</u> .
Enterprise	Use of the PSA CRM View Only product is subject to the following restrictions, which are contractual in nature (i.e., the functionality itself has not been disabled technically in the Services): (i) A PSA CRM View Only for CRM User is permitted full access to the Create Resource Requests and PSA Chatter features, and read-only access to all other features and functions, of the FinancialForce PSA product. A PSA CRM View Only User may not enter or modify data in the FinancialForce PSA product except to create resource requests or to post or comment in the PSA Chatter feature. (ii) A PSA CRM View Only User subscription must have an active Sales Cloud or Service Cloud User subscription purchased directly from Salesforce. Customer will assign each PSA CRM View Only User a profile that limits access to objects and features in accordance with the above restrictions.
	Additional users of this product may be ordered only in quantities of 5 or more, unless otherwise agreed in an Order Form.
	FF's rights and remedies in the <u>Unauthorized Use and Remedies</u> clause below apply to this product.
	This product requires at least one Embedded Platform Admin User, subject to the <b>Embedded Platform Admin User</b> terms below.
PSA Resource	A PSA Resource is any person whose identifying information (for example, name or employee number) is stored in the PSA product as a resource. If Customer's Order Form specifies a number of PSA Resources, then Customer shall not at any

	time track or manage a number of PSA Resources greater than the number of PSA Resources for which Customer has subscriptions in effect.
	Additional PSA Resources may be ordered only in quantities of 5 or more, unless otherwise agreed in an Order Form.
PSA Community Members	Use of the PSA Community Members product is subject to the following restrictions, which are contractual in nature (i.e., the functionality itself has not been disabled technically in the Services):
	(a) The PSA Community Members product may be used only by personnel of companies with which Customer transacts business, including, for example, customers, subcontractors, alliance partners and vendors of Customer. The PSA Community Members product may not be used by employees or other personnel of Customer.
	(b) Users of the PSA Community Members product may only access the following Salesforce objects and functionality: (i) Chatter, Files, People, Topics, and Profiles; (ii) Salesforce1; (iii) Force.com Sites; (iv) Products and Price Books (read-only access); (v) APIs; (vi) roles-based sharing; and (vii) workflow approvals (submit only). Access to any other Salesforce functionality or technology as part of the PSA Community Members product is prohibited.
	(c) Customer must subscribe to a product in the FinancialForce PSA Users category.
	(d) Each PSA Community Member subscription entitles the authorized number of members access to one community.
	Customer will assign each PSA Community Member a profile that limits access to objects and features in accordance with the above restrictions.
	FF's rights and remedies in the <u>Unauthorized Use and Remedies</u> clause below apply to this product.
PSA Community Logins/Month	Use of the PSA Community Logins/Month product is subject to the following restrictions, which are contractual in nature (i.e., the functionality itself has not been disabled technically in the Services):
	(a) This product may be used only by personnel of companies with which Customer transacts business, including, for example, customers, subcontractors, alliance partners and vendors of Customer. This product may not be used by employees or other personnel of Customer.
	(b) Users of this product may only access the following Salesforce objects and functionality: (i) Chatter, Files, People, Topics, and Profiles; (ii) Salesforce1; (iii) Force.com Sites; (iv) Products and Price Books (read-only access); (v) APIs; (vi) roles-based sharing; and (vii) workflow approvals (submit only). Access to any other Salesforce functionality or technology as part of the PSA Community Logins/Month product is prohibited.
	(c) Customer must subscribe to a product in the FinancialForce PSA Users category.
	(d) Each PSA Community Logins/Month subscription entitles a User access to one community.
	Customer will assign each PSA Community Logins/Month User a profile that limits access to objects and features in accordance with the above restrictions.
	The pricing for this product includes the number of logins per calendar month specified in the applicable Order Form times the corresponding quantity of this product specified in the Order Form (the "Permitted Number of Monthly Logins"). If in any calendar month the aggregate number of logins exceeds three times the Permitted Number of Monthly Logins,

Customer will be charged 1.5 times the per-login price for each login in excess of three times the Permitted Number of Monthly Logins. If the aggregate number of logins exceeds the Permitted Number of Monthly Logins in each of four consecutive calendar months, Customer will be charged 1.5 times the per-login price for each excess login in such fourth month and in each consecutive month thereafter in which the aggregate number of logins exceeds the Permitted Number of Monthly Logins. The per-login price is equal to the monthly fee for the PSA Community Logins/Month product divided by the Permitted Number of Monthly Logins. Such additional fees will be charged to Customer monthly in arrears. Unused logins are forfeited at the end of each month and do not roll over to subsequent months. The beginning and end of each calendar month will conform to U.S. Pacific Time.

FF will provision 20 Users for every permitted monthly login. For example only, if the Permitted Number of Monthly Logins is 1,000, FF will provision 20,000 PSA Community Logins/Month Users. All such Users are subject to the restrictions above, and the aggregate usage by all such Users is subject to the monthly login limit above.

FF's rights and remedies in the <u>Unauthorized Use and Remedies</u> clause below apply to this product.



### **Human Capital Management**

Product Name	Product Usage Terms
HCM Full User	The number of HCM Full Users licensed by Customer must at all times equal or exceed the number of Customer Employees. "Customer Employees" means (i) all full-time and part-time employees of Customer at any time during the subscription term, and (ii) all other individuals whose name or other identifying information is entered into the HCM product (for example, independent contractors or their personnel, seasonal workers and temporary workers). Customer represents as of the date of the applicable Order Form that the number of HCM Full Users specified in such Order Form (or, if such Order Form is for add-on HCM Full Users, the number specified in such Order Form and in all prior Order Forms for HCM during Customer's current HCM subscription term) equal or exceed the number of Customer Employees. If at any time during the HCM subscription term, the number of Customer Employees exceeds the number of HCM Full Users specified in the applicable Order Form (or, if such Order Form is for add-on HCM Full Users, the number specified in such Order Form and in all prior Order Forms for HCM during Customer's current HCM subscription term), Customer will so notify FF in writing within 30 days after the date that the number of Customer Employees starts to exceed the number of HCM Full Users. In such event, Customer will execute another Order Form for a sufficient number of additional HCM Full Users (subject to the minimum add-on quantity specified below) so that the total number of Customer Employees is less than or equal to the total number of HCM Full Users purchased by Customer and in effect. In no event will the number of HCM Full Users decrease during a subscription term.  Additional HCM Full Users may be ordered only in quantities of 10 or more, unless otherwise agreed in an Order Form.
	This product requires at least one Embedded Platform Admin User, subject to the Embedded Platform Admin User terms

	below.			
eBN User	The number of eBN Users licensed by Customer must at all times equal or exceed the number of Customer Employees. "Customer Employees" means (i) all full-time and part-time employees of Customer at any time during the subscription term, and (ii) all other individuals whose name or other identifying information is entered into the FinancialForce HCM product (for example, independent contractors or their personnel, seasonal workers and temporary workers). Customer represents as of the date of the applicable Order Form that the number of eBN Users specified in such Order Forms for eBN Users during Customer's current eBN subscription term) equal or exceed the number of Customer Employees. If at any time during the eBN subscription term, the number of Customer Employees exceeds the number of eBN Users specified in the applicable Order Form (or, if such Order Form is for add-on eBN Users, the number specified in such Order Form and in all prior Order Forms for eBN Users during Customer's current eBN subscription term), Customer will so notify FF in writing within 30 days after the date that the number of Customer Employees starts to exceed the number of eBN Users. In such event, Customer will execute another Order Form for a sufficient number of additional eBN Users (subject to the minimum add-on quantity specified below) so that the total number of Customer Employees is less than or equal to the total number of eBN Users purchased by Customer and in effect. In no event will the number of eBN Users decrease during a subscription term.			
	Additional eBN Users may be ordered only in quantities of 10 or more, unless otherwise agreed in an Order Form.			
	Purchase and use of this product is subject to the <u>eBN Terms and Conditions</u> below.			
eBN Open Enrollment	Purchase and use of this product is subject to the <u>eBN Terms and Conditions</u> below.			
eBN Carrier Connect	Purchase and use of this product is subject to the <u>eBN Terms and Conditions</u> below.			
eBN Terms and Conditions	The following additional terms amend the Master Subscription Agreement ("MSA") between FF and Customer solely with respect to the eBN User, eBN Open Enrollment and eBN Carrier Connect products ("eBN Products"). (1) FF is an authorized reseller of the eBN Products, which are provided by eBenefits Network LLC. (2) The eBN Products transmit Customer Data outside the FF and Force.com systems, through eBN's network, to benefit insurance carriers and providers selected by Customer. FF will cause eBN to maintain appropriate administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Customer Data. Because the eBN Products do not run on the Force.com platform, no other security or data protection measures described in the MSA apply to the eBN Products. (3) Notwithstanding anything to the contrary in the MSA, the only uptime commitment made by FF for the eBN Products is its standard uptime commitment in the "Our Responsibilities" section of the FF online Master Subscription Agreement at http://www.financialforce.com/msa. (4) eBN may survey Users to determine User satisfaction with the level and quality of the eBN Products. (5) In no event will FF's liability to Customer in connection with eBN products exceed the amount paid by Customer for the eBN Products under the applicable Order Form. (6) Any renewal of the eBN Product subscriptions under this Order Form is subject to the continuing availability of the eBN Products for resale by FF. (7) If the agreement between eBN and FF terminates, any eBN Product subscription under the applicable Order Form exceeding three years will be subject to termination; FF will provide Customer a pro rata refund of any fees prepaid for such terminated subscriptions.			

# Sandbox, Storage, Support and Training

<b>Product Name</b>	Product Usage Terms
FinancialForce Only OEM Sandbox	Use of the FinancialForce Only OEM Sandbox product is subject to the following restrictions, which are contractual in nature (i.e., the functionality itself has not been disabled technically in the Services):
	<ul> <li>(a) This product can be used only for testing and development use and not for production use;</li> <li>(b) Such testing and development shall be restricted to (i) testing and development of FF application functionality and (ii) testing of Salesforce functionality, custom objects functionality and third party application functionality solely to the extent such Salesforce functionality, custom objects functionality and third-party application functionality are reasonably necessary for the functioning of a FF application and the FF application's integrations and workflows.</li> <li>(c) Customer must identify this product as "FFOnlySB" in the Sandbox name field and note in the corresponding Sandbox description field that this product is subject to contractual use restrictions.</li> <li>(d) Customer must also (i) create a Sandbox Template (the "FinancialForce OEM Sandbox Template"), identified as "FFRestrictedOEMSandbox" in name and description, (ii) use the FinancialForce OEM Sandbox Template with all subscriptions to this product, and (iii) reflect all of the above FinancialForce OI OEM Sandbox Template cannot include the following SFDC standard CRM objects: Leads; Knowledge; Solutions; and Territory Management. If Customer has installed other third-party applications, the FinancialForce OEM Sandbox Template may allow limited testing against integration points between such third party applications and a FF application, provided, however, that Customer may not use this product for any full testing of such third-party applications or for any installation, configuration or deployment of such third-party applications.</li> <li>(e) Use of this product requires that Customer subscribe to at least one FF User product that includes a Force.com Embedded Platform subscription.</li> </ul>
	FF may review use of this product in Customer's account, or Salesforce may perform such a review and provide the results to FF. Should any such review reveal unauthorized use of this product, FF may provide a written notice to Customer describing, and including reasonable documentation of, such unauthorized use. Within 30 days after any such notice, Customer will certify or provide FF with evidence that such unauthorized use has ceased. If Customer does not provide such certification or evidence within such time period, or if Customer provides such certification or evidence and a later review again reveals unauthorized use of this product, then FF may upon written notice to Customer terminate and/or suspend all subscriptions to this product sold by FF to Customer. In no event will such termination or suspension entitle Customer to any refund of fees paid to FF for such subscriptions or relieve Customer of any obligation to pay fees to FF for the remainder of the then-current term of such subscriptions.
Partial Sandbox	Use of the Partial Sandbox product is subject to the following restrictions, which are contractual in nature (i.e., the functionality itself has not been disabled technically in the Services): (i) This product can be used only for testing and development use and not

	for production use. (ii) Use of this product requires that Customer subscribe to at least one FF User product that includes a Force.com Embedded Platform subscription.						
Developer Pro Sandbox	Use of the Developer Pro Sandbox product is subject to the following restrictions, which are contractual in nature (i.e., the unctionality itself has not been disabled technically in the Services): (i) This product can be used only for testing and evelopment use and not for production use. (ii) Use of this product requires that Customer subscribe to at least one FF User roduct that includes a Force.com Embedded Platform subscription.						
Sandbox - Access	This product allows Customer to install and use Customer's purchased FF applications in a Salesforce Sandbox instance for development and testing only and not for production use.						
Additional Data Storage	Use of this product requires that Customer subscribe to at least one FF User product that includes a Force.com Embedded Platform subscription.						
Additional File Storage	Use of this product requires that Customer subscribe to at least one FF User product that includes a Force.com Embedded Platform subscription. This product cannot be used in a Salesforce instance ("Org") in which Salesforce Sales Cloud or Service Salesforce Cloud is installed. Pricing for this product is per Org/per month.						
Premier Support	Premier Support is described <u>here</u> .						
Premier Enterprise Support	Premier Enterprise Support is described <u>here</u> .						
FFA Fundamentals Training PSA Fundamentals Training	The following additional terms amend the Master Subscription Agreement ("MSA") between FF and Customer solely with respect to the "PSA Fundamentals Training" and "FFA Fundamentals Training" products (collectively, "Training Services"):						
	(1) The "FFA Fundamentals Training" and "PSA Fundamentals Training" products (collectively, "Training Services") shall not be considered "Services" for the purpose of the MSA; provided that the following Sections of the MSA shall apply to Training Services to the same extent as if such were Services thereunder: "Usage Limits", "Your Responsibilities", "Usage Restrictions", "Fees and Payment", "Reservation of Rights", "License by You to Use Feedback", "Confidentiality", "Disclaimers", "Mutual Indemnification", "Surviving Provisions" as applicable, "Export Compliance", and "Entire Agreement and Order of Precedence". For the avoidance of doubt, Customer expressly agrees that, except as otherwise stated in this Product Usage Term, the MSA shall be applicable to and governs the relationship of the parties with respect to the Training Services. (2) Notwithstanding anything to the contrary in the MSA, (i) fees for Training Services will be invoiced in full in advance and (ii) subscriptions for Training Services shall not automatically renew. (3) A Training Services subscription provides Customer the ability to enroll one person in an instructor-led training course that may be provided in-person, via webinar or through other electronic means, at FF's sole discretion. The confirmed student is the only student who may attend the course. Sharing the course presentation in any way is expressly prohibited. (4) A User, or Customer on its behalf, must register for a course on one of the dates the course is made available by FF (respectively "Class" and "Class Date") in order to utilize a Training Services subscription. (5) FF will provide Customer with access to a schedule of available Class Dates and registration instructions for each specific Class. (6) Training Services subscriptions						

are non-refundable and non-cancellable except as otherwise described in this Product Usage Term. (7) Customer may contact FF to reschedule a Class registration up to 10 business days prior to the Class Date. (8) Customer may substitute a registered attendee for a Class with an alternate User without charge up to 3 business days prior to Class Date. (9) No shows to Class on the Class Date (other than through a substitute with requisite notice), a request to reschedule a Class later than 10 business days prior to a Class Date, or attendance of a portion of a Class will be considered a full use of a Training Services subscription and the applicable Training Service subscription cannot be credited towards future Classes. (10) FF reserves the right to cancel any Class due to insufficient enrollment by providing notice to Customer at least 7 calendar days prior to scheduled commencement date. In the event of cancellation by FF, Customer may apply the applicable Training Services credit toward alternative Classes. (11) FF further reserves the right to cancel any and all Classes should it cease to provide the applicable Training Services to its customers generally. Such cancellation by FF shall not be deemed a breach of its obligations in the MSA and, in the event of such Training Services cancellation, FF shall provide Customer with a refund of fees for Customer's unused Training Services subscriptions then in effect. (12) In no event will FF's liability to Customer in connection with the Training Services exceed the amount paid by Customer to FF for Training Services in the 12 months preceding the incident giving rise to a claim. (13) To register for a Class, cancel a registration, request a substitution, or ask any questions relating to Training Services, please contact academv@financialforce.com.

#### **Embedded Platform Admin User | Unauthorized Use and Remedies**

Product Name	Product Usage Terms
Embedded Platform Admin User	Up to one Embedded Platform Admin User subscription may be ordered for every 50 Users of any FF product family (Professional Services Automation, Billing, Financial Management or Human Capital Management).
	Use of Embedded Platform Admin User subscriptions is subject to the following restrictions, which are contractual in nature (i.e., the functionality itself has not been disabled as a technical matter in the Services). Embedded Platform Admin User subscriptions may be used only to configure and administer the Services in support of Customer's use of the Services. An Embedded Platform Admin User subscription may not be used to access, distribute, or use any Salesforce CRM functionality. CRM functionality is defined as access to CRM standard objects through standard tabs, through related lists in custom tabs, through the Salesforce web services API or through reports and dashboards. Salesforce CRM standard objects include campaigns, leads, opportunities, cases, solutions and forecasts.  FF's rights and remedies in the Unauthorized Use and Remedies clause below apply to this product.
Unauthorized Use and Remedies	FF may review use of any FF or FF-resold product in Customer's account, or Salesforce may perform such a review and provide the results to FF. Should any such review reveal unauthorized use of the product, FF may provide a written notice to Customer describing, and including reasonable documentation of, such unauthorized use. Within five days after any

such notice, Customer will certify or provide FF with evidence that such unauthorized use has ceased. If Customer does not provide such certification or evidence within such time period, or if Customer provides such certification or evidence and a later review again reveals unauthorized use of the product, Customer will pay FF, within 30 days of invoice by FF, the difference between the price charged by FF to Customer for the applicable product subscriptions and the then-current list price for full use of all functionality made available to Customer with such product, for all of Customer's subscriptions for that product then in effect, beginning with the date of the first violation through the end of the then-current subscription term. Upon payment of such amount, all subscriptions for that product will be converted into full-use subscriptions of the applicable product for the remainder of the then-current subscription term and any automatic renewal terms.

#### **LEGACY PRODUCTS**

### FinancialForce Accounting (Legacy)

Product Name	Product Usage Terms				
Full Accounting User (Legacy)	This User type requires at least one Embedded Platform Admin User, subject to the Embedded Platform Admin User terms above.  Additional users of this product may be ordered only in quantities of 3 or more, unless otherwise agreed in an Order Form.				
Executive Accounting User (Legacy)	Use of the Executive Accounting User product is subject to the following restrictions, which are contractual in nature (i.e., the functionality itself has not been disabled as a technical matter in the Services): (i) An Executive Accounting User is permitted full access to the Accounting Chatter and Approvals/Workflow functions, and read-only access to all other FinancialForce Accounting product functions. (ii) An Executive Accounting User may view data and generate reports and dashboards in the Accounting product, but may not enter or modify data (other than in Accounting Chatter or Approvals/Workflow). Customer will assign each Executive Accounting User a Read Only profile.				
	FF's rights and remedies in the <u>Unauthorized Use and Remedies</u> clause above apply to this product.				
	This product requires at least one Embedded Platform Admin User, subject to the Embedded Platform Admin User terms above.				
	Additional users of this product may be ordered only in quantities of 3 or more, unless otherwise agreed in an Order Form.				

#### Salesforce Platform License for FFA (Legacy)

Use of Salesforce Platform License for FFA product is subject to the following restrictions, which are contractual in nature (i.e., the functionality itself has not been disabled as a technical matter in the Services): (i) Users may use this license to access the Opportunities CRM object, but not the Campaigns, Leads, Cases, Solutions or Forecasts object; and (ii) Users may only access this license if they are accountants or their full-time job is acting in an accounting function. Customer will assign each Salesforce Platform License for FFA User a profile that limits access to the above functions.

FF may review use of the Salesforce Platform License for FFA product in Customer's account, or Salesforce may perform such a review and provide the results to FF. Should any such review reveal unauthorized use of the Salesforce Platform License for FFA product, FF may provide a written notice to Customer describing, and including reasonable documentation of, such unauthorized use. Within five days after any such notice, Customer will certify or provide FF with evidence that such unauthorized use has ceased. If Customer does not provide such certification or evidence within such time period, or if Customer provides such certification or evidence and a later review again reveals unauthorized use of the Salesforce Platform License for FFA product, Customer will pay FF, within 30 days of invoice by FF, the difference between the price charged by FF to Customer for the applicable Salesforce Platform License for FFA subscriptions and Salesforce's then-current list price for a full-use Salesforce CRM User subscriptions for all of Customer's Salesforce Platform License for FFA subscription term. Upon payment of such amount, all Salesforce Platform License for FFA subscriptions will be converted into full-use Salesforce CRM User subscriptions for the remainder of the then-current subscription term and any automatic renewal terms.

360 FFA Account View for CRM User (Legacy)

Use of the 360 FFA Account View for CRM product is subject to the following restrictions, which are contractual in nature (i.e., the functionality itself has not been disabled technically in the Services): (i) A 360 FFA Account View for CRM User is permitted read-only access to the Accounts Receivable, Accounts Payable and Invoicing features of the FinancialForce Accounting product, and may not enter or modify data in those features, or access any other features, of the FinancialForce Accounting product. (ii) A 360 FFA Account View for CRM User subscription must have an active Sales Cloud or Service Cloud User subscription purchased directly from Salesforce. (iii) A 360 FFA Account View for CRM User includes use of the Embedded Force.com Platform solely to view billing and invoice data. Customer will assign each 360 FFA Account View for CRM User a profile that limits access to objects and features in accordance with the above restrictions.

FF may review use of the 360 FFA Account View for CRM product in Customer's account, or Salesforce may perform such a review and provide the results to FF. Should any such review reveal unauthorized use of the 360 FFA Account View for CRM product. FF may provide a written notice to Customer describing, and including reasonable documentation of, such unauthorized use. Within five days after any such notice, Customer will certify or provide FF with evidence that such unauthorized use has ceased. If Customer does not provide such certification or evidence within such time period, or if Customer provides such certification or evidence and a later review again reveals unauthorized use of the 360 FFA Account View for CRM product, then (a) if the unauthorized use of is of Financial Force Accounting functionality, Customer will pay FF, within 30 days of invoice by FF, the difference between the price charged by FF to Customer for the applicable 360 FFA Account View for CRM Users and FF's then-current list price for Full Accounting Users for all of Customer's 360 FFA Account View for CRM Users then in effect, beginning with the date of the first violation through the end of the then-current subscription term., and upon payment of such amount, all 360 FFA Account View for CRM Users will be converted into Full Accounting Users for the remainder of the then-current subscription term and any automatic renewal terms; and/or (b) if the unauthorized use is a failure to have an active Sales Cloud or Service Cloud User subscription purchased directly from Salesforce, Customer will pay Salesforce, within 30 days of invoice, Salesforce's then-current list price for full Sales Cloud or Service Cloud Users for all of Customer's 360 FFA Account View for CRM Users for which Customer does not have a Sales Cloud or Service Cloud User subscription purchased directly from Salesforce, beginning with the date of the first violation through the end of the then-current subscription term., and upon payment of such amount, all such 360 FFA Account View for CRM Users will have a Sales Cloud or Service Cloud User for the remainder of the then-current subscription term.

This product requires at least one Embedded Platform Admin User, subject to the **Embedded Platform Admin User** terms above.

Additional users of this product may be ordered only in quantities of 3 or more, unless otherwise agreed in an Order Form.

#### FinancialForce Professional Services Automation (Legacy)

Product Name	Product Usage Terms
Full PSA User (Legacy)	This User type requires at least one Embedded Platform Admin User, subject to the Embedded Platform Admin User terms

	above.  Additional users of this product may be ordered only in quantities of 5 or more, unless otherwise agreed in an Order Form.  This product includes one PSA Resource per user.			
Full PSA User for Billing (Legacy)	Use of the Full PSA User for Billing product is subject to the following restrictions, which are contractual in nature (i.e., the functionality itself has not been disabled technically in the Services): A Full PSA User for Billing is permitted full access to the FinancialForce PSA product, and access to the Invoicing features of the FinancialForce Accounting product. A Full PSA User for Billing User may not access any features of the FinancialForce Accounting product other than the Invoicing features. Customer will assign each Full PSA User for Billing a profile that limits access to FinancialForce Accounting objects to Invoicing.			
	FF's rights and remedies in the <u>Unauthorized Use and Remedies</u> clause above apply to this product.			
	This product requires at least one Embedded Platform Admin User, subject to the Embedded Platform Admin User terms above.			
	Additional users of this product may be ordered only in quantities of 5 or more, unless otherwise agreed in an Order Form.			
	This product includes one PSA Resource per user.			
PSA Field User (Legacy)	Use of the PSA Field User product is subject to the following restrictions, which are contractual in nature (i.e., the functionality itself has not been disabled technically in the Services): A PSA Field User is permitted to use only the following PSA functions: (i) self-assignment as a resource, (ii) self-service profile and skills management, (iii) time and expense entry, (iv) create and modify project Gantt charts, (v) enter time against tasks, (vi) PSA Chatter, and (vii) invoicing approvals and workflows. Customer will assign each PSA Field User a profile that limits access to the above functions.			
	FF's rights and remedies in the <u>Unauthorized Use and Remedies</u> clause above apply to this product.			
	This product requires at least one Embedded Platform Admin User, subject to the Embedded Platform Admin User terms above.			
	Additional users of this product may be ordered only in quantities of 5 or more, unless otherwise agreed in an Order Form.			
	This product includes one PSA Resource per user.			
Time & Expense User (Legacy)	Use of the Time & Expense User product is subject to the following restrictions, which are contractual in nature (i.e., the functionality itself has not been disabled technically in the Services): A Time & Expense User may access only the Timecards and Expense custom objects of the FinancialForce PSA product, and other screens as needed to select time and expense data to enter it into the FinancialForce PSA product, solely for the purpose of entering and updating that User's time and expenses for professional services. Customer will assign each Time & Expense User a profile that limits access to the functionality required for the purpose above.			

	FF's rights and remedies in the <u>Unauthorized Use and Remedies</u> clause above apply to this product.
	Additional users of this product may be ordered only in quantities of 5 or more, unless otherwise agreed in an Order Form.
	This product includes one PSA Resource per user.
Expense Entry User (Legacy)	Use of the Expense Entry User product is subject to the following restrictions, which are contractual in nature (i.e., the functionality itself has not been disabled technically in the Services): An Expense Entry User may access only the Expense custom object of the FinancialForce PSA product, and other screens as needed to select expense data to enter it into the FinancialForce PSA product, solely for the purpose of entering and updating that User's expenses for professional services. Customer will assign each Expense Entry User a profile that limits access to the functionality required for the purpose above.
	FF's rights and remedies in the <u>Unauthorized Use and Remedies</u> clause above apply to this product.
	Additional users of this product may be ordered only in quantities of 5 or more, unless otherwise agreed in an Order Form.
	This product includes one PSA Resource per user.
Time Entry User (Legacy)	Use of the Time Entry User product is subject to the following restrictions, which are contractual in nature (i.e., the functionality itself has not been disabled technically in the Services): A Time Entry User may access only the Timecards custom object of the FinancialForce PSA product, and other screens as needed to select time data to enter it into the FinancialForce PSA product, solely for the purpose of entering and updating that User's time for professional services. Customer will assign each Time Entry User a profile that limits access to the functionality required for the purpose above.
	FF's rights and remedies in the <u>Unauthorized Use and Remedies</u> clause above apply to this product.
	Additional users of this product may be ordered only in quantities of 5 or more, unless otherwise agreed in an Order Form.
	This product includes one PSA Resource per user.
360 PSA Account View for CRM User (Legacy)	Use of the 360 PSA Account View for CRM product is subject to the following restrictions, which are contractual in nature (i.e., the functionality itself has not been disabled technically in the Services): (i) A 360 PSA Account View for CRM User is permitted full access to the Create Resource Requests and PSA Chatter features, and read-only access to the Project Budgets, Invoicing and Account View of PSA Data features, of the FinancialForce PSA product. A 360 PSA Account View for CRM User may not enter or modify data in the Project Budgets, Invoicing or Account View of PSA Data feature, or access any other features, of the FinancialForce PSA product. (ii) A 360 PSA Account View for CRM User subscription must have an active Sales Cloud or Service Cloud User subscription purchased directly from Salesforce. (iii) A 360 PSA Account View for CRM User includes use of the Embedded Force.com Platform solely to view billing and invoice data. Customer will assign each 360 PSA Account View for CRM User a profile that limits access to objects and features in accordance with the above restrictions.
	FF may review use of the 360 PSA Account View for CRM product in Customer's account, or Salesforce may perform such a review and provide the results to FF. Should any such review reveal unauthorized use of the 360 PSA Account View for CRM product, FF may provide a written notice to Customer describing, and including reasonable documentation of, such unauthorized use. Within five days after any such notice, Customer will certify or provide FF with evidence that such unauthorized use has ceased. If Customer does not provide such certification or evidence within such time period, or if Customer provides such certification or evidence and a later review again reveals unauthorized use of the 360 PSA Account

View for CRM product, then (a) if the unauthorized use of is of FinancialForce PSA functionality, Customer will pay FF, within 30 days of invoice by FF, the difference between the price charged by FF to Customer for the applicable 360 PSA Account View for CRM Users and FF's then-current list price for Full PSA Users for Billing for all of Customer's 360 PSA Account View for CRM Users then in effect, beginning with the date of the first violation through the end of the then-current subscription term., and upon payment of such amount, all 360 PSA Account View for CRM Users will be converted into Full PSA Users for Billing for the remainder of the then-current subscription term and any automatic renewal terms; and/or (b) if the unauthorized use is a failure to have an active Sales Cloud or Service Cloud User subscription purchased directly from Salesforce, Customer will pay Salesforce, within 30 days of invoice, Salesforce's then-current list price for full Sales Cloud or Service Cloud Users for all of Customer's 360 PSA Account View for CRM Users for which Customer does not have a Sales Cloud or Service Cloud User subscription purchased directly from Salesforce, beginning with the date of the first violation through the end of the then-current subscription term., and upon payment of such amount, all such 360 PSA Account View for CRM Users will have a Sales Cloud or Service Cloud User for the remainder of the then-current subscription term.

This product requires at least one Embedded Platform Admin User, subject to the <u>Embedded Platform Admin User</u> terms above.

Additional users of this product may be ordered only in quantities of 5 or more, unless otherwise agreed in an Order Form.

#### FinancialForce Billing (Legacy)

Product Name	Product Usage Terms				
Full Billing User (Legacy)	This User type requires at least one Embedded Platform Admin User, subject to the Embedded Platform Admin User terms above.  Additional users of this product may be ordered only in quantities of 3 or more, unless otherwise agreed in an Order Form.				
	Additional users of this product may be ordered only in quantities of 5 of more, diffess otherwise agreed in an order rollin.				
Executive Billing User (Legacy)	Use of the Executive Billing User product is subject to the following restrictions, which are contractual in nature (i.e., the functionality itself has not been disabled as a technical matter in the Services): (i) An Executive Billing User is permitted full access to the Billing Chatter and Approvals/Workflow functions, and read-only access to all other functions, of the FinancialForce Billing product. (ii) An Executive Billing User may view data and generate reports and dashboards in the FinancialForce Billing product, but may not enter or modify data (other than in Billing Chatter or Approvals/Workflow). Customer will assign each Executive Billing User a Read Only profile.				
	FF's rights and remedies in the <u>Unauthorized Use and Remedies</u> clause above apply to this product.				
	This product requires at least one Embedded Platform Admin User, subject to the Embedded Platform Admin User terms above.				
	Additional users of this product may be ordered only in quantities of 3 or more, unless otherwise agreed in an Order Form.				

# 360 Billing Account View For CRM User (Legacy)

Use of the 360 Billing Account View for CRM product is subject to the following restrictions, which are contractual in nature (i.e., the functionality itself has not been disabled technically in the Services): (i) A 360 Billing Account View for CRM User is permitted full access to the Billing Chatter feature, and read-only access to the Account View of Billing Data feature, of the FinancialForce Billing product. A 360 Billing Account View for CRM User may not enter or modify data in the Account View of Billing Data feature, or access any other features, of the FinancialForce Billing product. (ii) A 360 Billing Account View for CRM User subscription must have an active Sales Cloud or Service Cloud User subscription purchased directly from Salesforce. (iii) A 360 Billing Account View for CRM User includes use of the Embedded Force.com Platform solely to view billing and invoice data. Customer will assign each 360 Billing Account View for CRM User a profile that limits access to objects and features in accordance with the above restrictions.

FF may review use of this product in Customer's account, or Salesforce may perform such a review and provide the results to FF. Should any such review reveal unauthorized use of this product. FF may provide a written notice to Customer describing. and including reasonable documentation of, such unauthorized use. Within five days after any such notice, Customer will certify or provide FF with evidence that such unauthorized use has ceased. If Customer does not provide such certification or evidence within such time period, or if Customer provides such certification or evidence and a later review again reveals unauthorized use of the 360 Billing Account View for CRM product, then (a) if the unauthorized use of is of FinancialForce Billing functionality, Customer will pay FF, within 30 days of invoice by FF, the difference between the price charged by FF to Customer for the applicable 360 Billing Account View for CRM Users and FF's then-current list price for Full Billing Users for all of Customer's 360 Billing Account View for CRM Users then in effect, beginning with the date of the first violation through the end of the then-current subscription term., and upon payment of such amount, all 360 Billing Account View for CRM Users will be converted into Full Billing Users for the remainder of the then-current subscription term and any automatic renewal terms; and/or (b) if the unauthorized use is a failure to have an active Sales Cloud or Service Cloud User subscription purchased directly from Salesforce, Customer will pay Salesforce, within 30 days of invoice, Salesforce's then-current list price for full Sales Cloud or Service Cloud Users for all of Customer's 360 Billing Account View for CRM Users for which Customer does not have a Sales Cloud or Service Cloud User subscription purchased directly from Salesforce, beginning with the date of the first violation through the end of the then-current subscription term., and upon payment of such amount, all such 360 Billing Account View for CRM Users will have a Sales Cloud or Service Cloud User for the remainder of the then-current subscription term.

This product requires at least one Embedded Platform Admin User, subject to the <u>Embedded Platform Admin User</u> terms above.

Additional users of this product may be ordered only in quantities of 3 or more, unless otherwise agreed in an Order Form.

#### FinancialForce Revenue Recognition (Legacy)

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#### **Product Usage Terms**

Full Revenue Recognition User (Legacy)	This User type requires at least one Embedded Platform Admin User, subject to the Embedded Platform Admin User terms above.
	Additional users of this product may be ordered only in quantities of 3 or more, unless otherwise agreed in an Order Form.
Executive Revenue Recognition User (Legacy)	Use of the Executive Billing User product is subject to the following restrictions, which are contractual in nature (i.e., the functionality itself has not been disabled as a technical matter in the Services): (i) An Executive Revenue Recognition User is permitted read-only access to the FinancialForce Revenue Recognition product. (ii) An Executive Billing User may view data and generate reports and dashboards in the FinancialForce Revenue Recognition product, but may not enter or modify data. Customer will assign each Executive Revenue Recognition User a Read Only profile.
	FF's rights and remedies in the <u>Unauthorized Use and Remedies</u> clause above apply to this product.
	This product requires at least one Embedded Platform Admin User, subject to the <u>Embedded Platform Admin User</u> terms above.
	Additional users of this product may be ordered only in quantities of 3 or more, unless otherwise agreed in an Order Form.
360 Revenue Recognition Account View For CRM User (Legacy)	Use of the 360 Revenue Recognition Account View for CRM product is subject to the following restrictions, which are contractual in nature (i.e., the functionality itself has not been disabled technically in the Services): (i) A 360 Revenue Recognition Account View for CRM User is permitted read-only access to the Accounts and Transactions features of the FinancialForce Revenue Recognition product. A 360 Revenue Recognition Account View for CRM User is not permitted to enter or modify data in the Accounts or Transactions feature, or to access any other features, of the FinancialForce Revenue Recognition product. (ii) A 360 Revenue Recognition Account View for CRM User subscription must have an active Sales Cloud or Service Cloud User subscription purchased directly from Salesforce. (iii) A 360 Revenue Recognition Account View for CRM User includes use of the Embedded Force.com Platform solely to view billing and invoice data. Customer will assign each 360 Revenue Recognition Account View for CRM User a profile that limits access to objects and features in accordance with the above restrictions.
	FF may review use of this product in Customer's account, or Salesforce may perform such a review and provide the results to FF. Should any such review reveal unauthorized use of this product, FF may provide a written notice to Customer describing, and including reasonable documentation of, such unauthorized use. Within five days after any such notice, Customer will certify or provide FF with evidence that such unauthorized use has ceased. If Customer does not provide such certification or evidence within such time period, or if Customer provides such certification or evidence and a later review again reveals unauthorized use of the 360 Revenue Recognition Account View for CRM product, then (a) if the unauthorized use of is of FinancialForce Revenue Recognition functionality, Customer will pay FF, within 30 days of invoice by FF, the difference between the price charged by FF to Customer for the applicable 360 Revenue Recognition Account View for CRM Users and FF's then-current list price for Full Revenue Recognition Users for all of Customer's 360 Revenue Recognition Account View for CRM Users then in effect, beginning with the date of the first violation through the end of the then-current subscription term., and upon payment of such amount, all 360 Revenue Recognition Account View for CRM Users will be converted into Full Revenue Recognition Users for the remainder of the then-current subscription term and any automatic renewal terms; and/or (b) if the unauthorized use is a failure to have an active Sales Cloud or Service Cloud User subscription purchased directly from Salesforce, Customer will pay Salesforce, within 30 days of invoice, Salesforce's then-current list price for full Sales Cloud or Service Cloud Users for which Customer does not

have a Sales Cloud or Service Cloud User subscription purchased directly from Salesforce, beginning with the date of the first violation through the end of the then-current subscription term., and upon payment of such amount, all such 360 Revenue Recognition Account View for CRM Users will have a Sales Cloud or Service Cloud User for the remainder of the then-current subscription term.

This product requires at least one Embedded Platform Admin User, subject to the **Embedded Platform Admin User** terms above.

Additional users of this product may be ordered only in quantities of 3 or more, unless otherwise agreed in an Order Form.

### FinancialForce Supply Chain Management (Legacy)

Product Name	Product Usage Terms				
Full Use Supply Chain Management User (Legacy)	This User type requires at least one Embedded Platform Admin User, subject to the Embedded Platform Admin User terms above.  Additional users of this product may be ordered only in quantities of 3 or more, unless otherwise agreed in an Order Form.				
Sales Use (Quoting Tool) Supply Chain Management	Use of the Sales Use (Quoting Tool) Supply Chain Management User product is subject to the following restrictions, which are contractual in nature (i.e., the functionality itself has not been disabled technically in the Services):				
User (Legacy)	<ul> <li>(a) A User of this product is permitted full access to the following features: (i) CPQ – Advanced Quoting, (ii) Manage Product Options with Business Tools, (iii) Group and Categorize Line Items, (iv) Price for Profit, (v) Up-Sell Related Products, (vi) SCM Chatter, (vii) Approvals/Workflow, (viii) FinancialForce ClickLink, (ix) FinancialForce Output Builder, and (x) Multi-Currency.</li> <li>(b) A User of this product is permitted read-only access to the following features: (i) Invoicing, (ii) Order Fulfillment, (iii) Available Inventory, (iv) Account View of SCM Data, and (v) FinancialForce Reporting.</li> <li>(c) A User of this product may not access the following features: (i) FinancialForce XL, and (ii) FinancialForce API.</li> <li>(d) To use this product, a User must have an active Sales Cloud or Service Cloud User subscription purchased directly from Salesforce.</li> <li>(e) This product includes use of the Embedded Force.com Platform solely to access quoting functionality.</li> </ul>				
	Customer will assign each Sales Use (Quoting Tool) Supply Chain Management User a profile that limits access to objects and features in accordance with the above restrictions.				
	FF's rights and remedies in the <u>Unauthorized Use and Remedies</u> clause above apply to this product.				
	This product requires at least one Embedded Platform Admin User, subject to the <b>Embedded Platform Admin User</b> terms above.				

	Additional users of this product may be ordered only in quantities of 3 or more, unless otherwise agreed in an Order Form.
Executive Supply Chain Management User (Legacy)	Use of the Executive Supply Chain Management User product is subject to the following restrictions, which are contractual in nature (i.e., the functionality itself has not been disabled as a technical matter in the Services): (i) An Executive Supply Chain Management User is permitted full access to the Supply Chain Management Chatter and Approvals/Workflow functions, and read-only access to all other Supply Chain Management product functions. (ii) An Executive Supply Chain Management User may view data and generate reports and dashboards in the FinancialForce Supply Chain Management product, but may not enter or modify data (other than in Supply Chain Management Chatter or Approvals/Workflow).
	FF's rights and remedies in the <u>Unauthorized Use and Remedies</u> clause above apply to this product.
	Customer will assign each Executive Supply Chain Management User a Read Only profile.
	Additional users of this product may be ordered only in quantities of 3 or more, unless otherwise agreed in an Order Form.

# **FinancialForce Service Contracts (Legacy)**

Product Name	Product Usage Terms
Service Contracts Full User (Legacy)	A Service Contracts Full User is subject to the following restrictions, which are contractual in nature (i.e., the functionality itself has not been disabled technically in the Services): A Service Contracts Full User is permitted read-only access to the Account View of SCM Data. A Service Contracts Full User is not permitted to access the FinancialForce XL feature. Customer will assign each Service Contracts Full User a profile that limits access to objects and features in accordance with the above restrictions.
	This User type requires at least one Embedded Platform Admin User, subject to the Embedded Platform Admin User terms above.
	Additional users of this product may be ordered only in quantities of 3 or more, unless otherwise agreed in an Order Form.

# FinancialForce Fixed Assets (Legacy)

Product Name	Product Usage Terms
FinancialForce Fixed Assets User (Legacy)	The FinancialForce Fixed Assets subscription purchased under this Order Form permits up to five Users to access the FinancialForce Fixed Assets product to track and account for the number of Customer assets specified in the applicable Sales

Order Form. Customer will not use a FinancialForce Fixed Assets subscription for more than five Users, or to track a number of assets in excess of the maximum number specified in the applicable Sales Order Form, or to track or account for assets of a third party (for example, a customer or client of Customer).

Additional users of this product may be ordered only in quantities of 3 or more, unless otherwise agreed in an Order Form.

# FinancialForce Human Capital Management (Legacy)

Product Name	Product Usage Terms	
HCM Users (per employee per month) (Legacy)	An HCM subscription permits use of the HCM product to manage Customer Employees. "Customer Employees" means (i) all full-time and part-time employees of Customer at any time during the subscription term, and (ii) all other individuals whose name or other identifying information is entered into the HCM product (for example, independent contractors or their personnel, seasonal workers and temporary workers). Customer represents as of the date of the applicable Sales Order Form that the number of Gustomer Employees does not exceed the number of HCM Employees specified in such Sales Order Form (or, if such Sales Order Form sfor add-on HCM Employees, the number specified in such Sales Order Form and in all prior Sales Order Forms for HCM during Customer's current HCM subscription term). If at any time during the HCM subscription term, the number of Customer Employees exceeds the number of HCM Employees specified in the applicable Sales Order Form (or, if such Sales Order Form is for add-on HCM Employees, the number specified in such Sales Order Form and in all prior Sales Order Forms for HCM during Customer's current HCM subscription term), Customer will so notify FF in writing within 30 days after the date that the number of Customer Employees starts to exceed the number of HCM Employees. In such event, Customer will execute another Sales Order Form for a sufficient number of additional HCM Employees so that the total number of Customer Employees is less than or equal to the total number of HCM Employees purchased by Customer and in effect. In no event will the number of HCM Employees decrease during a subscription term.  This product requires at least one Embedded Platform Admin User, subject to the Embedded Platform Admin User terms above.  Additional HCM Users may be ordered only in quantities of 10 or more, unless otherwise agreed in an Order Form.	
eBN Employee Connect (Legacy) eBN Open Enrollment (Legacy) eBN Carrier Connect	The following additional terms amend the Master Subscription Agreement ("MSA") between FF and Customer solely with respect to the eBN Employee Connect, eBN Open Enrollment and eBN Carrier Connect products ("eBN Products"). (1) FF is an authorized reseller of the eBN Products, which are provided by eBenefits Network LLC. (2) The eBN Products transmit Customer Data outside the FF and Force.com systems, through eBN's network, to benefit insurance carriers and providers selected by Customer. FF will cause eBN to maintain appropriate administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Customer Data. Because the eBN Products do not run on the Force.com platform, no other security or data protection measures described in the MSA apply to the eBN Products. (3)	

Notwithstanding anything to the contrary in the MSA, the only uptime commitment made by FF for the eBN Products is its standard uptime commitment in the "Our Responsibilities" section of the FF online Master Subscription Agreement at http://www.financialforce.com/msa. (4) eBN may survey Users to determine User satisfaction with the level and quality of the eBN Products. (5) In no event will FF's liability to Customer in connection with eBN products exceed the amount paid by Customer for the eBN Products under the applicable Order Form. (6) Any renewal of the eBN Product subscriptions under this Order Form is subject to the continuing availability of the eBN Products for resale by FF. (7) If the agreement between eBN and FF terminates, any eBN Product subscription under the applicable Sales Order Form exceeding three years will be subject
to termination; FF will provide Customer a pro rata refund of any fees prepaid for such terminated subscriptions.

# Sandbox (Legacy)

Product Name	Product Usage Terms
Partial Sandbox – NEW (Legacy)	Use of the Partial Sandbox - NEW product is subject to the following restrictions, which are contractual in nature (i.e., the functionality itself has not been disabled technically in the Services): (i) This product can be used only for testing and development use and not for production use. (ii) Use of this product requires that Customer subscribe to at least one FF User product that includes a Force.com Embedded Platform subscription.
Config Only Sandbox – NEW (Legacy)	Use of the Config Only Sandbox - NEW product is subject to the following restrictions, which are contractual in nature (i.e., the functionality itself has not been disabled technically in the Services): (i) This product can be used only for testing and development use and not for production use. (ii) Use of this product requires that Customer subscribe to at least one FF User product that includes a Force.com Embedded Platform subscription.
Full Sandbox – ACCESS (Legacy)	FF hereby consents to installation and use of Customer's purchased FF applications in a Salesforce Sandbox instance for development and testing only and not for production use.
Partial Sandbox – ACCESS (Legacy)	FF hereby consents to installation and use of Customer's purchased FF applications in a Salesforce Sandbox instance for development and testing only and not for production use.
Config Only Sandbox – ACCESS (Legacy)	FF hereby consents to installation and use of Customer's purchased FF applications in a Salesforce Sandbox instance for development and testing only and not for production use.