



Product Usage Terms

Effective Date: August 19, 2016 *
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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”) Sales Order Form signed on or after the Effective Date above for the applicable product(s).

Product Name	Product Usage Terms
FinancialForce Accounting Users	
Full Accounting User	This User type requires at least one Embedded Platform Admin User, subject to the Embedded Platform Admin User terms below.
Executive Accounting User	<p>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.</p> <p>FF may review use of the Executive Accounting User 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 Executive Accounting User 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 Executive Accounting User 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 Executive Accounting User subscriptions and the then-current list price for full-use FinancialForce Accounting User subscriptions for all of Customer’s Executive Accounting User subscriptions then in effect, beginning with the date of the first violation through the end of the then-current subscription term. Upon payment of such</p>

	<p>amount, all Executive Accounting User subscriptions will be converted into full-use FinancialForce Accounting User subscriptions for the remainder of the then-current subscription term and any automatic renewal terms.</p> <p>This User type requires at least one Embedded Platform Admin User, subject to the Embedded Platform Admin User terms below.</p>
<p>Salesforce Platform License for FFA</p>	<p>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.</p> <p>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 subscriptions then in effect from FF, beginning with the date of the first violation through the end of the then-current 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.</p>
<p>360 FFA Account View for CRM User</p>	<p>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.</p> <p>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 FinancialForce 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</p>

	<p>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.</p> <p>This User type requires at least one Embedded Platform Admin User, subject to the Embedded Platform Admin User terms below.</p>
<p>FinancialForce Professional Services Automation (PSA) Users</p>	
<p>Full PSA User</p>	<p>This User type requires at least one Embedded Platform Admin User, subject to the Embedded Platform Admin User terms below.</p>
<p>Full PSA User for Billing</p>	<p>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.</p> <p>FF may review use of the Full PSA User for Billing 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 Full PSA User for Billing 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 Full PSA User for Billing 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 Full PSA User for Billing Users and FF’s then-current list price for Full PSA Users and Full Accounting Users for all of Customer’s Full PSA User for Billing Users 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 Full PSA User for Billing Users will be converted into Full PSA Users and Full Accounting Users for the remainder of the then-current subscription term and any automatic renewal terms.</p> <p>This User type requires at least one Embedded Platform Admin User, subject to the Embedded Platform Admin User terms below.</p>

PSA Field User	<p>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.</p> <p>FF may review use of the PSA Field User 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 PSA Field User 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 PSA Field User 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 PSA Field User Users and FF’s then-current list price for Full PSA Users for all of Customer’s PSA Field User Users 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 PSA Field User Users will be converted into Full PSA Users for the remainder of the then-current subscription term and any automatic renewal terms.</p> <p>This User type requires at least one Embedded Platform Admin User, subject to the Embedded Platform Admin User terms below.</p>
Time & Expense User	<p>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.</p> <p>FF may review use of the Time & Expense User 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 Time & Expense User 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 Time & Expense User 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 Time & Expense User Users and FF’s then-current list price for Full PSA Users for all of Customer’s Time & Expense User Users 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 Time & Expense User Users will be converted into Full PSA Users for the remainder of the then-current subscription term and any automatic renewal terms.</p>
Expense Entry User	<p>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</p>

	<p>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.</p> <p>FF may review use of the Expense Entry User 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 Expense Entry User 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 Expense Entry User 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 Expense Entry User Users and FF's then-current list price for Full PSA Users for all of Customer's Expense Entry User Users 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 Expense Entry User Users will be converted into Full PSA Users for the remainder of the then-current subscription term and any automatic renewal terms.</p>
<p>Time Entry User</p>	<p>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.</p> <p>FF may review use of the Time Entry User 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 Time Entry User 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 Time Entry User 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 Time Entry User Users and FF's then-current list price for Full PSA Users for all of Customer's Time Entry User Users 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 Time Entry User Users will be converted into Full PSA Users for the remainder of the then-current subscription term and any automatic renewal terms.</p>
<p>360 PSA Account View for CRM User</p>	<p>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</p>

	<p>each 360 PSA Account View for CRM User a profile that limits access to objects and features in accordance with the above restrictions.</p> <p>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.</p> <p>This User type requires at least one Embedded Platform Admin User, subject to the Embedded Platform Admin User terms below.</p>
<p>PSA Communities</p>	
<p>PSA Community Members</p>	<p>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):</p> <ul style="list-style-type: none"> (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) Accounts and Contacts; (iii) Salesforce1; (iv) Tasks and Activities; (v) Force.com Sites; (vi) Products and Price Books (read-only access); (vii) APIs; (viii) roles-based sharing; and (ix) 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.

	<p>Customer will assign each PSA Community Member a profile that limits access to objects and features in accordance with the above restrictions.</p> <p>FF may review use of the PSA Community Member 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 PSA Community Member 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 PSA Community Member 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 PSA Community Member Users and FF’s then-current list price for Full PSA Users for all of Customer’s PSA Community Members 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 PSA Community Members will be converted into Full PSA Users for the remainder of the then-current subscription term and any automatic renewal terms.</p>
<p>PSA Community Logins/Month</p>	<p>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):</p> <ul style="list-style-type: none"> (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 and Contacts; (iii) Salesforce1; (iv) Tasks and Activities; (v) Force.com Sites; (vi) Products and Price Books (read-only access); (vii) APIs; (viii) roles-based sharing; and (ix) 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. <p>Customer will assign each PSA Community Logins/Month User a profile that limits access to objects and features in accordance with the above restrictions.</p> <p>The pricing for this product includes the number of logins per calendar month specified in the applicable Sales Order Form times the corresponding quantity of this product specified in the Sales 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</p>

	<p>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.</p> <p>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, Customer will pay FF, within 30 days of invoice by FF, the difference between the price charged by FF to Customer for the applicable PSA Community Logins/Month Users and FF’s then-current list price for Full PSA Users for all of Customer’s PSA Community Logins/Month Users 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 PSA Community Logins/Month Users will be converted into Full PSA Users for the remainder of the then-current subscription term and any automatic renewal terms.</p>
<p>FinancialForce Billing Users</p>	
<p>Full Billing User</p>	<p>This User type requires at least one Embedded Platform Admin User, subject to the Embedded Platform Admin User terms below.</p>
<p>Executive Billing User</p>	<p>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.</p> <p>FF may review use of the Executive Billing User 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 Executive Billing User 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 Executive Billing User 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 Executive Billing User subscriptions and the then-current list price for full-use FinancialForce Billing User subscriptions for all of Customer’s Executive Billing User subscriptions 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 Executive Billing User subscriptions will be converted into full-use FinancialForce Billing User subscriptions for the remainder of the then-current subscription term and any automatic renewal terms.</p> <p>This User type requires at least one Embedded Platform Admin User, subject to the Embedded Platform Admin User terms below.</p>

<p>360 Billing Account View For CRM User</p>	<p>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.</p> <p>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.</p> <p>This User type requires at least one Embedded Platform Admin User, subject to the Embedded Platform Admin User terms below.</p>
<p>FinancialForce Revenue Recognition Users</p>	
<p>Full Revenue Recognition User</p>	<p>This User type requires at least one Embedded Platform Admin User, subject to the Embedded Platform Admin User terms below.</p>
<p>Executive Revenue Recognition User</p>	<p>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.</p>

	<p>FF may review use of the Executive Revenue Recognition User 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 Executive Revenue Recognition User 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 Executive Revenue Recognition User 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 Executive Revenue Recognition User subscriptions and the then-current list price for full-use FinancialForce Revenue Recognition User subscriptions for all of Customer's Executive Revenue Recognition User subscriptions 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 Executive Revenue Recognition User subscriptions will be converted into full-use FinancialForce Revenue Recognition User subscriptions for the remainder of the then-current subscription term and any automatic renewal terms.</p> <p>This User type requires at least one Embedded Platform Admin User, subject to the Embedded Platform Admin User terms below.</p>
<p>360 Revenue Recognition Account View For CRM User</p>	<p>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.</p> <p>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</p>

	<p>Sales Cloud or Service Cloud Users for all of Customer’s 360 Revenue Recognition 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 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.</p> <p>This User type requires at least one Embedded Platform Admin User, subject to the Embedded Platform Admin User terms below.</p>
<p>FinancialForce Supply Chain Management Users</p>	
<p>Full Use Supply Chain Management User</p>	<p>This User type requires at least one Embedded Platform Admin User, subject to the Embedded Platform Admin User terms below.</p>
<p>Sales Use (Quoting Tool) Supply Chain Management User</p>	<p>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):</p> <ul style="list-style-type: none"> (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. (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. (c) A User of this product may not access the following features: (i) FinancialForce XL, and (ii) FinancialForce API. (d) To use this product, a User must have an active Sales Cloud or Service Cloud User subscription purchased directly from Salesforce. (e) This product includes use of the Embedded Force.com Platform solely to access quoting functionality. <p>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.</p> <p>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, Customer will pay FF, within 30 days of invoice by FF, the difference between the price charged by FF to Customer for the applicable Sales Use (Quoting Tool) Supply Chain Management User Users and FF’s then-current list price for Full Use Supply Chain Management Users for all of Customer’s Sales Use (Quoting Tool) Supply Chain Management User Users 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 Sales Use (Quoting Tool) Supply Chain Management User Users will be converted into Full Use Supply Chain Management Users for the remainder of the then-current subscription term and any automatic renewal terms.</p>

	This User type requires at least one Embedded Platform Admin User, subject to the Embedded Platform Admin User terms below.
Executive Supply Chain Management User	<p>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).</p> <p>FF may review use of the Executive Supply Chain Management User 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 Executive Supply Chain Management User 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 Executive Supply Chain Management User 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 Executive Supply Chain Management User subscriptions and the then-current list price for full-use FinancialForce Supply Chain Management User subscriptions for all of Customer's Executive Supply Chain Management User subscriptions 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 Executive Supply Chain Management User subscriptions will be converted into full-use FinancialForce Supply Chain Management User subscriptions for the remainder of the then-current subscription term and any automatic renewal terms.</p> <p>Customer will assign each Executive Supply Chain Management User a Read Only profile.</p>
FinancialForce Service Contracts Users	
Service Contracts Full User	<p>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.</p> <p>This User type requires at least one Embedded Platform Admin User, subject to the Embedded Platform Admin User terms below.</p>
FinancialForce Fixed Assets Users	
FinancialForce Fixed Assets User	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).
FinancialForce Human Capital Management Users	
HCM Users (per employee per month)	<p>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 Customer Employees does not exceed the number of HCM Employees specified in such 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). 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.</p> <p>This User type requires at least one Embedded Platform Admin User, subject to the Embedded Platform Admin User terms below.</p>
eBN Employee Connect eBN Open Enrollment eBN Carrier Connect	<p>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.</p>
Embedded Platform Admin	

<p>Embedded Platform Admin User</p>	<p>Up to one Embedded Platform Admin User subscription may be ordered for every 50 Users of any FF product family (Accounting, Human Capital Management, Professional Services Automation, or Supply Chain Management).</p> <p>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.</p> <p>FF may review use of Embedded Platform Admin User subscriptions 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 an Embedded Platform Admin User subscription, 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 an Embedded Platform Admin User subscription, Customer will pay FF, within 30 days of invoice by FF, the difference between the price charged by FF to Customer for the applicable Embedded Platform Admin User subscription and Salesforce's then-current list price for a full-use Salesforce CRM Admin User subscription for all of Customer's Embedded Platform Admin User subscriptions then in effect from FF, beginning with the date of the first violation through the end of the then-current subscription term. Upon payment of such amount, all Embedded Platform Admin User subscriptions will be converted into full-use Salesforce CRM Admin User subscriptions for the remainder of the then-current subscription term and any automatic renewal terms.</p>
<p>Storage</p>	
<p>Additional Data Storage</p>	<p>Use of this product requires that Customer subscribe to at least one FF User product that includes a Force.com Embedded Platform subscription.</p>
<p>Additional File Storage</p>	<p>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.</p>
<p>Sandbox</p>	
<p>FinancialForce Only OEM Sandbox</p>	<p>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):</p> <ul style="list-style-type: none"> (a) This product can be used only for testing and development use and not for production use; (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

	<p>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.</p> <p>(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.</p> <p>(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 Only OEM Sandbox Restrictions in the FinancialForce OEM Sandbox Template as a technical matter. The FinancialForce 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.</p> <p>(e) Use of this product requires that Customer subscribe to at least one FF User product that includes a Force.com Embedded Platform subscription.</p> <p>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.</p>
Partial Sandbox - NEW	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	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	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	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	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.
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* This update includes changes to the Embedded Platform Admin User terms.