

## ADDITIONAL TERMS AND CONDITIONS

These additional terms and conditions (“Additional Terms and Conditions”) governs your free trial of the ERX Services (“Trial Period”). If you purchase the ERX Services, these additional terms and conditions will govern Your purchase and use of the ERX Services.

Downloading, installing, accessing or using the ERX Services are subject to these Additional Terms and Conditions. If you do not agree with the terms and conditions of this Agreement, you may not download, install, use or access the ERX Services. These Additional Terms and Conditions were last amended on June 30, 2017, and may be amended by ERX from time to time. If you do not agree with any such amendments, You must stop downloading, installing, accessing and using the ERX Services. If you continue to use and access the ERX Services, You agree to be subject to, and bound by, any such amendments.

4.8 Compelled Disclosure. If either party to this Agreement (“receiving party”) is compelled by law to disclose confidential information of the other party (“disclosing party”), the receiving party shall, prior to disclosure, provide the disclosing party with no less than ten (10) business days prior written notice of such compelled disclosure including the name of the requestor and a complete copy of the request (to the extent legally permitted). If the disclosing party objects to the disclosure, the receiving party shall, in good faith, take reasonable measures to assist the disclosing party in contesting the disclosure.

5.4 Rejection of Service Order. If SFDC rejects ERX’s service order (the “Service Order”), ERX may terminate this Agreement and refund any subscription fees received. You agree to hold ERX harmless from any and all claims, liabilities, damages and consequences arising out of such termination.

6.5 No Salesforce Warranties. SFDC MAKES NO WARRANTIES OF ANY KIND UNDER THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO WITH RESPECT TO THE ERX MANAGED PACKAGE, THE PLATFORM AND/OR THE SFDC SERVICES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE. SFDC MAKES NO REPRESENTATION, WARRANTY, OR GUARANTY UNDER THIS AGREEMENT AS TO THE RELIABILITY, TIMELINESS, QUALITY, SUITABILITY, AVAILABILITY, ACCURACY OR COMPLETENESS OF THE ERX MANAGED PACKAGE. TO THE MAXIMUM EXTENT PERMITTED BY LAW, SFDC DISCLAIMS ALL CONDITIONS, REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, WITH RESPECT TO THE ERX MANAGED PACKAGE AND THE ERX SERVICES, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS.

6.6 No-Third Party Warranties. ERX makes no warranties of any kind with respect to Third Party Applications, whether express or implied, statutory or otherwise. ERX makes no representation, warranty or guaranty under this Agreement as to the reliability, timeliness, quality, suitability, availability, accuracy or completeness of any Third-Party Application. To the maximum extent of permitted by law, ERX disclaims all conditions, representations and warranties, whether express, implied, statutory or otherwise, with respect to any Third-Party Application that interoperates with the ERX Services, including without limitation, any implied warranty of merchantability, fitness for particular purpose or non-infringement of third party rights.

7.3 Indemnification Requirements. The Indemnifying party’s obligations under this Section are conditioned on the Indemnified Party (a) giving the Indemnifying Party prompt notice of any such claim or action, (b) providing reasonable assistance and information to the Indemnifying Party at the Indemnifying Party’s expense for the defense of the claim, and (c) allowing the Indemnifying Party to control the defense

of any applicable claim or action. Indemnifying Party shall not enter into any settlement agreement which would require the admission of liability or wrongdoing by the party being indemnified (“Indemnified Party”), or require the Indemnified Party to take or refrain from any action without the approval of the Indemnified Party, which approval shall not be unreasonably withheld. The Indemnified Party shall, at the Indemnified Party’s sole cost and expense, have the right to participate in the defense and settlement of any such claim. The Indemnifying Party shall in good faith consider any suggestions made by the Indemnified Party in the defense and settlement of any such claim.

7.4 Alternate Remedies. If Your use of any ERX Services hereunder is, or in ERX’s opinion is likely to be, enjoined, then ERX may at ERX’s sole option and expense: (a) procure for You the right to continue using the infringing items under the terms of this Agreement; (b) replace or modify the infringing items so that they are non-infringing and substantially equivalent or better in function to that of the enjoined items; or (c) if options (a) and (b) above cannot be accomplished despite ERX’s commercially reasonable efforts, then ERX may terminate Your rights and ERX’s obligations hereunder with respect to such infringing items and reimburse to You any pre-paid fees actually received by ERX for the remainder of the Subscription Term.

#### 9. NO SFDC LIABILITY.

IN NO EVENT SHALL SFDC HAVE ANY LIABILITY TO YOU OR ANY USER UNDER THIS AGREEMENT FOR ANY DAMAGES WHATSOEVER, INCLUDING BUT NOT LIMITED TO DIRECT, INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR DAMAGES BASED ON LOST PROFITS, HOWEVER CAUSED AND, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, WHETHER OR NOT YOU HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSS. THE PROVISIONS CONTAINED IN THIS SECTION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

10.2 Force Majeure. Neither party shall be liable for any failure or delay in the performance of its obligations under this Agreement (other than payment obligations) to the extent such failure or delay is due to circumstances beyond its reasonable control, including, without limitation, acts of God, governmental actions, wars, sabotage, accidents, labor disputes and supplier delays.

10.3. Audit Rights. ERX agrees to maintain and preserve its books and records in accordance with generally accepted accounting procedures for a minimum of three (3) years, or longer if required by an applicable law or regulation. Upon Your reasonable request, during the Term or for a period of one (1) year thereafter, ERX shall in a timely manner, allow You, Your internal auditor or a third party auditor retained by You, at Your sole expense, to reasonably audit and reasonably analyze ERX’s compliance with the provisions of this Agreement, and shall reasonably cooperate with any competent regulatory body and shall allow such other reasonable access to ERX’s premises and relevant records where required by legal processes or applicable laws or regulations; provided that ERX shall have no obligation, except as required by law, to provide You, Your auditors, or any regulatory body access to any financial statements other than those directly related to the services provided by ERX under in this Agreement. For the avoidance of doubt ERX’s income, revenue, expense, asset and liability statements are not directly related to the services provided by ERX under this Agreement. You may exercise Your audit rights hereunder no more than once every two years by providing ERX with no less than 90 days written notice. ERX may submit a written request for reimbursement from You for its costs and expenses, including reasonable attorneys’ fees, certified public accountant fees, bookkeeper fees and costs, incurred as the result of Your audit and You agree to reimburse ERX within thirty (30) days of ERX’s written request.

10.4. Further Contact; Publicity; Use of Name. ERX and SFDC may contact You regarding new ERX and SFDC service features and offerings. ERX shall be permitted to refer to You as an existing or former customer of ERX.

10.5. Third-Party Providers. ERX and other third-party providers, some of which may be listed on pages within SFDC's website and including providers of AppExchange applications, offer products and services related to the Platform, the SFDC Services, and/or the ERX Managed Package, including implementation, customization and other consulting services related to customers' use of the Platform and/or the SFDC Services, and applications (both offline and online) that interoperate with the Platform, SFDC Services, and/or the ERX Managed Package, such as by exchanging data with the Platform, the SFDC Services, and/or the ERX Managed Package, or by offering additional functionality within the user interface of the Platform, the SFDC Services, and/or the ERX Managed Package through use of the Platform and/or SFDC Services' application programming interface. SFDC does not warrant any such third-party providers or any of their products or services, including but not limited to the ERX Managed Package or any other product or service of ERX, whether or not such products or services are designated by SFDC as "certified," "validated" or otherwise. Any exchange of data or other interaction between You and a third-party provider, including but not limited to the ERX Managed Package, and any purchase by You of any product or service offered by such third-party provider, including but not limited to the ERX Managed Package, is solely between You and such third-party provider. In addition, from time to time, certain additional functionality (not defined as part of the Platform or SFDC Services) may be offered by SFDC or ERX to You, for an additional fee, on a pass-through or OEM basis pursuant to terms specified by the licensor and agreed to by You in connection with a separate purchase by You of such additional functionality. Your use of any such additional functionality shall be governed by such terms, which shall prevail in the event of any inconsistency with the terms of this Agreement. You acknowledge that ERX, from time to time, may receive a referral fee in connection with the referral to third party providers and You consent to the same.

10.6. Export Restrictions. You acknowledge that the ERX Services, or portions thereof, may be subject to the export control laws and regulations of the United States and other jurisdictions. Each party represents that it is not named on U.S. government denied-party list. You will not export, re-export, divert, transfer or disclose any portion of the ERX Services or any related technical information or materials, directly or indirectly, in violation of any applicable export law or regulation.

10.7. Future Functionality. You agree that Your purchases hereunder are not contingent on the delivery of any future functionality or features, or dependent on any oral or written public comments made by ERX regarding future functionality or features.

10.8. Government Users. The ERX Managed Packages are deemed to be "commercial computer software" and "commercial computer software documentation", respectively, pursuant to DFAR Section 227.7202 and FAR Section 12.212(b), as applicable. Any use, modification, reproduction, release, performing, displaying or disclosing of these components by the U.S. Government will be governed solely by the terms of this Agreement.

11.7. Headings. The headings in this Agreement are for purposes of convenience and reference only and shall not in any way define, limit, extend or otherwise affect the meaning or interpretation of any of the terms hereof. The words "will" and "shall" denote a mandatory requirement or obligation.

11.8. Waiver. Failure by either party to exercise any of its rights under, or to enforce any provision of, this Agreement will not be deemed a waiver or forfeiture of such rights or ability to enforce such provision.

11.9. No Authority To Create Obligation. Neither party has the right or authority to, and shall not, assume or create any obligation of any nature whatsoever on behalf of the other party or bind the other party in any respect whatsoever.

11.10. Survival. Notwithstanding any termination of this Agreement, terms which to have their intended effect must survive the expiration or termination of this Agreement shall survive.

11.11. Third Party Beneficiaries. Nothing contained in this Agreement shall be construed so as to confer upon any other party the rights of a third-party beneficiary; provided, however, that SFDC shall be a third-party beneficiary to this Agreement with respect to the terms in this Agreement governing Your use of the Platform and SFDC Services as part of the ERX Services.