

BILLIONS

BILLIONS ADDENDUM

Customer's use of Billions Subscription Services and the Combined Solution is subject to the terms of this Addendum, including Schedule A and Schedule B attached hereto, each of which is hereby incorporated by reference. In the event of a conflict between the terms of this Addendum and the terms of the MSA, the Order Form, or any other Addendum, the terms of this Addendum shall control.

1. Additional Definitions.

"Combined Solution" means the Billions Subscription Services, to the extent they include any SFDC Services.

"Org" or "Organization" means a unique instance of the SFDC Services, i.e., a separate set of Customer Data and Customer-specific Services customizations held by SFDC in a logically separated database (i.e., a database segregated through password-controlled access).

"Billions Subscription Services" means Company's Subscription Services that are specifically identified on the applicable Order Form as Billions Subscription Services.

"SFDC" means Salesforce.com, Inc.

"SFDC MSA" means a master subscription agreement between SFDC and Customer, and not the Agreement.

"SFDC Services" means the products or services made available on-line by SFDC, including associated offline or mobile components, as described in the Documentation. SFDC Services exclude Content and Non-SFDC Applications, including but not limited to applications made available on the AppExchange and Partner Applications.

"SFDC Services" means the products or services made available on-line by SFDC, including associated offline or mobile components.

"Shared Org" means an active means an active SFDC Services Org in which both of the following are provisioned: (i) Company Subscription Services; and (ii) SFDC Services subscriptions purchased by Customer from SFDC or an SFDC partner other than Company.

2. Billions Subscription Services; Restrictions. The Billions Partner Application is a real estate management solution. Partner Application enables Partner Customers to manage client property listings and team member activities. The Partner Application further provides specific functionality that allows real estate agents and their team members to guide clients through a real estate transaction with steps including initiating a transaction, requesting signatures, automating tasks and appointments, as well as allowing internal and external members to collaborate.

Customer may use the Services solely as part of the Combined Solution. Customer may use the Services solely to use the functionality of the Combined Solution in the form it has been provided to Customer by Reseller. Unless otherwise indicated in an Order Form, Customer may not use the Services to create or use custom objects beyond those that appear in the Combined Solution in the form that it has been provided to Customer by Reseller. If Customer's access to the Combined Solution provides Customer with access to any Services functionality within it that is in excess of the functionality described in the Combined Solution's user guide, Customer agrees to not access or use such functionality. Customer agrees that Customer's noncompliance with the terms set forth in this paragraph would be a material breach of the TOU.

SFDC is a third-party beneficiary to the Agreement and the terms of this Addendum are fully enforceable by SFDC as if it were a party to this Addendum. Except for this Addendum, pricing and all other terms and conditions relating to Customer's use of the Combined Solution will be solely between Customer and Company.

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3. Modifications to this Addendum. Notwithstanding anything to the contrary in the Agreement, in the event SFDC modifies any term or condition in its agreement with Company, Company shall have the right to modify this Addendum. Furthermore, in the event SFDC modifies its privacy and security policies, Company shall have the right to accordingly modify its privacy and security policies. Company shall timely notify customer of upcoming changes.

4. Trial Subscriptions. Trial Subscriptions may not exceed 30 days. No more than five (5) trial subscriptions may be provided. Registration information will be disclosed to SFDC and will be used by SFDC pursuant to its privacy policy available at <http://www.salesforce.com>. All data provided by Customer through a Trial Subscription will be treated by the parties as Customer Data belonging to Customer, and Company will provide the Customer with the ability to access and download all of its Customer Data throughout the term of such Trial Subscription.

5. Suspension and Termination of Shared Org. Customer acknowledges and understands that a Customer's access to a Shared Org may be suspended or terminated by SFDC due to breach or expiration of the SFDC MSA. Customer will remain liable to Company for all fees owed, including those remaining under the applicable Order Form, notwithstanding any such suspension or termination by SFDC. In no case will any such termination or suspension by SFDC give rise to any liability of Company to Customer, including for a refund or damages.

6. Deletion of Customer Data. Customer Data will be deleted by SFDC in accordance with the SFDC documentation.

7. Subscription Term and Automatic Renewal. The term for each subscription to the Billions Subscription Services (including any Combined Solution) and renewal thereof shall be one (1) year, and each subscription shall automatically renew unless terminated by either Party by providing thirty (30) days prior written notice to the other Party. For the avoidance of doubt, this provision shall prevail over any provision to the contrary anywhere else in the Agreement.

SCHEDULE A.

SFDC TERMS OF USE. These SFDC Terms of Use ("TOU") govern Customer's use of the SFDC Services and are deemed incorporated by reference into the agreement between Customer and Company pursuant to which Company is reselling the SFDC Services to Customer.

1. DEFINITIONS.

"Affiliate" means any entity that directly or indirectly controls, is controlled by, or is under common control with the subject entity. "Control," for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.

"Content" means information obtained by SFDC from publicly available sources or third party content providers and made available to Customer through the SFDC Services or pursuant to an Order Form, as more fully described in the Documentation.

"Customer" means the entity that has contracted with Company to purchase subscriptions to use the SFDC Services, subject to the conditions of these TOU. Where Company is using the SFDC Services for its own purposes, Company shall be considered Customer.

"Customer Data" means any electronic data or information submitted by or for Customer to the SFDC Services, excluding Content and Non-SFDC Applications. "Documentation" means the applicable Service's [Trust and Compliance](#) documentation, and its usage guides and policies, as updated from time to time, accessible via help.salesforce.com or login to the applicable Service.

"Malicious Code" means code, files, scripts, agents or programs intended to do harm, including, for example, viruses, worms, time bombs and Trojan horses.

"Marketplace" means an online directory, catalog or marketplace of applications that interoperate with the SFDC Services, including, for example, the AppExchange located at <http://www.salesforce.com/appexchange>, the HubExchange located at

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<https://hubexchange.exacttarget.com/>, the Heroku add-ons catalog located at <https://addons.heroku.com/>, and any successor websites.

“Non-SFDC Application” means a Company-based, mobile, offline or other software application functionality that is provided by Company, Customer, or a third party and interoperates with a Service, including, for example, an application that is developed by or for Company or Customer, is listed on a Marketplace, or is identified as Salesforce Labs or by a similar designation.

“Order Form” means the ordering document specifying the SFDC Services to be provided under the Agreement between Customer and Company (which incorporates these TOU by reference), including any addenda, supplements, or additional product specific terms for the SFDC Services as required by SFDC.

“Company” means the entity that has contracted directly with SFDC to resell SFDC Services to its Customers and the entity that has contracted directly with Customer for the sale of a subscription to SFDC Services.

“SFDC” means salesforce.com, inc., a Delaware corporation with its principal place of business at The Landmark @ 1 Market, Suite 300, San Francisco, California 94105 “SFDC SFDC Services” means the products and services that are ordered by Customer under an Order Form and made available online by SFDC including associated offline or mobile components, as described in the Documentation. “SFDC Services” exclude Content and Non-SFDC Applications.

“User” means an individual who is authorized by Customer to use a Service for the benefit of Customer, for whom Customer has purchased a subscription, and to whom Customer (or, when applicable, SFDC at Company’s request), has supplied a user identification and password. Users may include, for example, Customer’s employees, consultants, contractors and agents, and third parties with which Customer transacts business.

2. USE OF SERVICES AND CONTENT.

2.1. Usage Limits. SFDC Services and Content are subject to usage limits specified in Order Forms or the Documentation. Unless otherwise specified, (a) a quantity in an Order Form refers to Users, and the SFDC Services or Content may not be accessed by more than that number of Users, (b) a User’s password may not be shared with any other individual, and (c) a User identification may be reassigned to a new individual replacing one who no longer requires ongoing use of the SFDC Services.

2.2. Customer Responsibilities. Customer will (a) be responsible for Users’ compliance with the TOU, Order Forms and the Documentation, (b) be responsible for the accuracy, quality, and legality of Customer Data and the means by which Customer acquires Customer Data, (c) use commercially reasonable efforts to prevent unauthorized access to or use of the SFDC Services, and notify SFDC or Company promptly of any such unauthorized access or use, (d) use the SFDC Services only in accordance with these TOU, the Documentation, Order Forms and applicable laws and government regulations, and (e) comply with terms of service of Non-SFDC Applications with which Customer uses SFDC Services or Content.

2.3. Usage Restrictions. Customer will not (a) make the SFDC Services or Content available to, or use SFDC Services or Content for the benefit of, anyone other than Users, unless expressly stated otherwise in an Order Form or the Documentation, (b) sell, resell, license, sublicense, distribute, make available, rent or lease the SFDC Services or Content, or include any SFDC Services or Content in a service bureau or outsourcing offering, (c) use the SFDC Services or Non-SFDC Application to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party rights, (d) use the SFDC Services or Non-SFDC Applications to store or transmit Malicious Code, (e) interfere with or disrupt the integrity or performance of the SFDC Services or third-party data contained therein, (f) attempt to gain unauthorized access to the SFDC Services or Content or their related systems or networks, (g) permit direct or indirect access to or use of SFDC Services or Content in a way that circumvents a contractual usage limit, or use any SFDC Services to access or use any of SFDC’s intellectual property except as permitted under these TOU, an Order Form, or the Documentation, (h) copy a Service or any part, feature, function or user interface thereof, (i) copy Content except as permitted herein or in an Order Form or the Documentation, (j) access the SFDC Services or Content in order to build a product or service or to benchmark with a competitive product or service, (k) frame or mirror any part of the SFDC Services or Content, other than copying or framing on Customer’s own intranets or otherwise for its own internal business purposes, (l) reverse engineer the

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SFDC Services, or (m) access the SFDC Services if Customer is a direct competitor of SFDC without SFDC's prior written consent. Customer's or a User's intentional violation of the foregoing, or any use of the SFDC Services in breach of these TOU, Documentation or Order Forms, by Customer or Users that in SFDC's judgment imminently threatens the security, integrity or availability of SFDC's services, may result in SFDC's immediate suspension of the SFDC Services.

2.4. External-Facing SFDC Services. If Customer uses a Service to send electronic messages or to create, host, or post content on external-facing websites, Customer is subject to SFDC's External-Facing SFDC Services Policy at <http://www.salesforce.com/company/legal/agreements.jsp> as may be applicable to a Service, and is solely responsible for complying with applicable law in any use of cookies or other tracking technologies.

2.5. Removal of Content and Non-SFDC Applications. If SFDC is required by any third-party rights holder to remove Content, or receives information that Content provided to Customer may violate applicable law or third-party rights, SFDC may notify Company or Customer, and in such event Customer will promptly remove such Content from its systems. If SFDC receives information that a Non-SFDC Application used with a Service by Customer may violate the External-Facing SFDC Services Policy or applicable law or third-party rights, SFDC may so notify Company or Customer and in such event Customer will promptly disable such Non-SFDC Application or modify the Non-SFDC Application to resolve the potential violation. If Customer does not take required action in accordance with the above, SFDC may disable the applicable Content, Service and/or Non-SFDC Application until the potential violation is resolved. If so requested by SFDC, Customer shall certify such deletion and discontinuance of use in writing and SFDC shall be authorized to provide a copy of such certification to any such third party claimant or governmental authority, as applicable.

2.6. Future Functionality. Customer agrees that its purchase of the SFDC Services is neither contingent on the delivery of any future functionality or features, nor dependent on any oral or written public comments made by SFDC regarding future functionality or features.

3. NON-SFDC PROVIDERS.

SFDC or third parties may make available third-party products or services, including, for example, Non-SFDC Applications and consulting services. Any acquisition by Customer of such products or services, and any exchange of data between Customer and any Non-SFDC provider, product or service is solely between Customer and the applicable Non-SFDC provider. SFDC does not warrant or support such applications, products or services, whether or not designated by SFDC as "certified" or otherwise, unless expressly provided otherwise in an Order Form.

If Customer chooses to use a Non-SFDC Application with the SFDC Services, Customer grants SFDC permission to allow the Non-SFDC Application and its provider to access Customer Data as required for the interoperation of that Non-SFDC Application with the SFDC Services. SFDC is not responsible for any disclosure, modification or deletion of Customer Data resulting from access by the provider of such Non-SFDC Application or its provider. The SFDC Services may contain features designed to interoperate with such Non-SFDC Applications. To use such features, Customer may be required to obtain access to such Non-SFDC Applications from their providers and may be required to grant SFDC access to Customer's account(s) on such Non-SFDC Applications. SFDC cannot guarantee the continued availability of such Service features, and may cease providing them without entitling Customer to any refund, credit, or other compensation, if for example and without limitation, the provider of a Non-SFDC Application ceases to make the Non-SFDC Application available for interoperation with the corresponding Service features in a manner acceptable to SFDC.

4. PROPRIETARY RIGHTS AND LICENSES.

4.1 Reservation of Rights. Subject to the limited rights expressly granted hereunder, SFDC, its licensors and Content providers reserve all rights, title and interest in and to the SFDC Services and Content, including all related intellectual property rights. No rights are granted to Customer hereunder other than as expressly set forth herein.

4.2 Access to and use of Content. Customer has the right to access and use applicable Content subject to the terms of applicable Order Forms, these TOU and the Documentation.

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4.3 License to Host Customer Data and Applications. Customer grants SFDC, its Affiliates and applicable contractors a worldwide, limited-term license to host, copy, transmit and display Customer Data, and any Non-SFDC Applications and program code created by or for Customer using the SFDC Services or for use by Customer with the SFDC Services, as necessary for SFDC to provide the SFDC Services in accordance with these TOU and the Documentation. Subject to the limited licenses granted herein, SFDC acquires no right, title or interest from Customer or its licensors under these TOU in or to any Customer Data, Non-SFDC Application or such program code.

4.4 License to Use Feedback. Customer grants to SFDC and its Affiliates a worldwide, perpetual, irrevocable, royalty-free, license to use and incorporate into its services any suggestions, enhancement, requests, recommendations, correction, or other feedback provided by Customer or its Users, relating to the operation of SFDC's or its Affiliates' services.

4.5 Federal Government End Use Provisions. SFDC provides the SFDC Services, including related software and technology, for ultimate federal government end use solely in accordance with the following: Government technical data and software rights related to the SFDC Services include only those rights customarily provided to the public as defined in these TOU. This customary commercial license is provided in accordance with FAR 12.211 (Technical Data) and FAR 12.212 (Software) and, for Department of Defense transactions, DFAR 252.227-7015 (Technical Data – Commercial Items) and DFAR 227.7202-3 (Rights in Commercial Computer Software or Computer Software Documentation). If a government agency has a need for rights not granted under these terms, it must negotiate with SFDC to determine if there are acceptable terms for granting those rights, and a mutually acceptable written addendum specifically conveying such rights must be included in any applicable agreement.

5. SUBSCRIPTIONS, TERM AND TERMINATION.

5.1 Termination of the SFDC Services. Customer's use of the SFDC Services may be immediately terminated and/or suspended, at SFDC's option, upon notice due to: (a) a breach of the terms of these TOU, the Documentation or Order Forms by Customer or any User; or (b) a breach by Company of its payment obligations to SFDC with respect to the subscriptions it is reselling to Customer in connection with these TOU.

5.2 Termination of Company's Agreement with SFDC. Following any termination or expiration of Company's agreement with SFDC authorizing Company to resell the SFDC Services, each Customer subscription to the SFDC Services outstanding at the time of such termination or expiration ("Legacy Order") shall remain in effect until the end of its subscription term, and shall continue to be governed by these TOU, provided that Customer is not in breach of these TOU and SFDC has received all payments due in connection with such Legacy Orders. Except as provided herein, following a termination or expiration of Company's agreement with SFDC, SFDC is under no obligation to provide the SFDC Services directly to Customer, or to assume a direct contractual relationship with Customer.

5.3 No Refunds upon Termination. In no case will any termination, expiration, or suspension of the SFDC Services, these TOU, or Company's agreement with SFDC give rise to any liability of SFDC to Customer for refunds or damages.

6. WARRANTY DISCLAIMER.

AS BETWEEN SFDC AND CUSTOMER, SFDC MAKES NO WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. CONTENT IS PROVIDED "AS IS," AND AS AVAILABLE EXCLUSIVE OF ANY WARRANTY WHATSOEVER.

7. INDEMNIFICATION.

Customer will defend SFDC against any claim, demand, suit or proceeding made or brought against SFDC by a third party alleging that any Customer Data infringes or misappropriates such third party's intellectual property rights, or arising from Customer's use of the SFDC Services or Content in breach of these TOU, the Documentation, an Order Form, or applicable law (each a "Claim Against SFDC"), and will indemnify SFDC for any damages, attorney fees and costs finally awarded against SFDC as a result of, or for any amounts paid by SFDC under a settlement approved by SFDC in writing of, a Claim Against SFDC; provided that SFDC: (i) promptly gives Customer written notice of the Claim Against SFDC, (ii) gives Customer sole

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control of the defense and settlement of the Claim Against SFDC (provided that Customer may not settle or defend any Claim Against SFDC unless it unconditionally releases SFDC of all liability), and (iii) provides to Customer all reasonable assistance, at Customer's expense.

8. NO LIABILITY.

IN NO EVENT SHALL SFDC HAVE ANY LIABILITY TO CUSTOMER OR ANY USER FOR ANY DAMAGES RELATED TO CUSTOMER'S PURCHASE OR USE OF THE SERVICES PURSUANT TO THESE TERMS OF USE, 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 CUSTOMER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SFDC DISCLAIMS ALL LIABILITY AND INDEMNIFICATION OBLIGATIONS FOR ANY HARM OR DAMAGES CAUSED BY ANY THIRD-PARTY HOSTING PROVIDERS.

9. GENERAL.

9.1. Notice. Any notices that SFDC is required to provide to customers under the Documentation shall be provided by SFDC to the Company or Customer as determined by SFDC in its sole discretion based on the circumstances and designated contact information for notices available to SFDC in the SFDC Services.

9.2. Waiver. No failure or delay by SFDC in exercising any right under these TOU will constitute a waiver of that right.

9.3. Severability. If any provision of these TOU is held by a court of competent jurisdiction to be contrary to law, the provision will be deemed null and void, and the remaining provisions of these TOU will remain in effect.

9.4. Further Contact. SFDC may contact Customer regarding new SFDC service features and offerings.

9.5. Third-Party Beneficiary. These TOU are between Customer and Company; SFDC is not a party to these TOU, however SFDC is a third-party beneficiary to the agreement between Customer and Company solely as it relates to these TOU.

9.6. Order of Precedence. With respect to the subject matter discussed herein, in the event of any conflict or inconsistency between these TOU and any other terms or conditions in Customer's agreement or order form with Company, these TOU shall prevail.

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SCHEDULE B – PRODUCT SPECIAL TERMS
Product Name and Product Special Terms.

Product Name	Product Special Terms
<p>Billions Additional Flow Entitlements</p>	<p>This product cannot be provisioned without at least one Force.com User subscription purchased from Company per This product cannot be provisioned without at least one Force.com User subscription purchased from Company per Customer Org. This product can be resold for use in net new SFDC Service Orgs only. Company cannot resell this product for use in a Shared Org. Pricing for this product is Per Org/Per Month.</p> <p>SFDC may audit use of this subscription through the SFDC Service and/or the OEM Services and provide the results of such audit to Company.</p> <p>SFDC may audit use of this subscription through the SFDC Service and/or the OEM Services. Should any audit reveal any unauthorized use of this subscription, Company agrees to pay to SFDC, within thirty (30) days of SFDC's notice of the audit results the difference between the price charged by SFDC to Company for the applicable subscription and SFDC's then-current list price for the full-use version of the subscription for all of the subscriptions in the same Org showing unauthorized use (taken as a group), beginning with the date of the first violation through the end of the then current subscription term (the "Prohibited Use Penalty"). Upon payment of the Prohibited Use Penalty, all subscriptions showing unauthorized use will be converted into full- use subscriptions at SFDC's then-current list pricing for such full-use subscriptions for the remainder of the then current subscription term or subsequent terms during the term of the Agreement.</p>
<p>Billions Commerce Portals - Logins (1+ Logins)</p>	<p>This product cannot be provisioned without at least one Force.com User subscription purchased from Company per Customer Org. This product can be resold for use in net new SFDC Service Orgs only. Company cannot resell this product for use in a Shared Org. Pricing for this product is Per Org/Per Month.</p> <p>SFDC may audit use of this subscription through the SFDC Service and/or the OEM Services and provide the results of such audit to Company.</p> <p>SFDC may audit use of this subscription through the SFDC Service and/or the OEM Services. Should any audit reveal any unauthorized use of this subscription, Company agrees to pay to SFDC, within thirty (30) days of SFDC's notice of the audit results the difference between the price charged by SFDC to Company for the applicable subscription and SFDC's then-current list price for the full-use version of the subscription for all of the subscriptions in the same Org showing unauthorized use (taken as a group), beginning with the date of the first violation through the end of the then current subscription term (the "Prohibited Use Penalty"). Upon payment of the Prohibited Use Penalty, all subscriptions showing unauthorized use will be converted into full- use subscriptions at SFDC's then-current list pricing for such full-use subscriptions for the remainder of the then current subscription term or subsequent terms during the term of the Agreement.</p>
<p>Billions Commerce Portals - Members (1-100 Members)</p>	<p>This product cannot be provisioned without at least one Force.com User subscription purchased from Company per Customer Org. This product can be resold for use in net new SFDC Service Orgs only. Company cannot resell this product for use in a Shared Org. Pricing for this product is Per Org/Per Month.</p> <p>SFDC may audit use of this subscription through the SFDC Service and/or the OEM Services and provide the results of such audit to Company.</p> <p>SFDC may audit use of this subscription through the SFDC Service and/or the OEM Services. Should any audit reveal any unauthorized use of this subscription, Company agrees to pay to SFDC, within thirty (30) days of SFDC's notice of the audit results the difference between the price charged by SFDC to Company for the applicable subscription and SFDC's then-current list price for the full-use version of the subscription for all of the subscriptions in the same Org showing unauthorized use (taken as a group), beginning with the date of the first violation through the end of the then current subscription term (the "Prohibited Use Penalty"). Upon payment of the Prohibited Use Penalty, all subscriptions showing unauthorized use will be converted into full- use subscriptions at SFDC's then-current list pricing for such full-use subscriptions for the remainder of the then current subscription term or subsequent terms during the term of the Agreement.</p>

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<p>Billions Commerce Portals - Members (101 - 2,500 Members)</p>	<p>This product cannot be provisioned without at least one Force.com User subscription purchased from Company per Customer Org. This product can be resold for use in net new SFDC Service Orgs only. Company cannot resell this product for use in a Shared Org. Pricing for this product is Per Org/Per Month.</p> <p>SFDC may audit use of this subscription through the SFDC Service and/or the OEM Services and provide the results of such audit to Company.</p> <p>SFDC may audit use of this subscription through the SFDC Service and/or the OEM Services. Should any audit reveal any unauthorized use of this subscription, Company agrees to pay to SFDC, within thirty (30) days of SFDC's notice of the audit results the difference between the price charged by SFDC to Company for the applicable subscription and SFDC's then-current list price for the full-use version of the subscription for all of the subscriptions in the same Org showing unauthorized use (taken as a group), beginning with the date of the first violation through the end of the then current subscription term (the "Prohibited Use Penalty"). Upon payment of the Prohibited Use Penalty, all subscriptions showing unauthorized use will be converted into full- use subscriptions at SFDC's then-current list pricing for such full-use subscriptions for the remainder of the then current subscription term or subsequent terms during the term of the Agreement.</p>
<p>\$0 Billions Platform Cache - 10MB (Per Org)</p>	<p>This product cannot be provisioned without at least one Force.com User subscription purchased from Company per Customer Org. This product can be resold for use in net new SFDC Service Orgs only. Company cannot resell this product for use in a Shared Org. Pricing for this product is Per Org/Per Month.</p> <p>SFDC may audit use of this subscription through the SFDC Service and/or the OEM Services and provide the results of such audit to Company.</p> <p>SFDC may audit use of this subscription through the SFDC Service and/or the OEM Services. Should any audit reveal any unauthorized use of this subscription, Company agrees to pay to SFDC, within thirty (30) days of SFDC's notice of the audit results the difference between the price charged by SFDC to Company for the applicable subscription and SFDC's then-current list price for the full-use version of the subscription for all of the subscriptions in the same Org showing unauthorized use (taken as a group), beginning with the date of the first violation through the end of the then current subscription term (the "Prohibited Use Penalty"). Upon payment of the Prohibited Use Penalty, all subscriptions showing unauthorized use will be converted into full- use subscriptions at SFDC's then-current list pricing for such full-use subscriptions for the remainder of the then current subscription term or subsequent terms during the term of the Agreement.</p>
<p>Billions Additional Big Objects - 50M (Per Org)</p>	<p>This product cannot be provisioned without at least one Force.com User subscription purchased from Company per Customer Org. This product can be resold for use in net new SFDC Service Orgs only. Company cannot resell this product for use in a Shared Org. Pricing for this product is Per Org/Per Month.</p> <p>SFDC may audit use of this subscription through the SFDC Service and/or the OEM Services and provide the results of such audit to Company.</p> <p>SFDC may audit use of this subscription through the SFDC Service and/or the OEM Services. Should any audit reveal any unauthorized use of this subscription, Company agrees to pay to SFDC, within thirty (30) days of SFDC's notice of the audit results the difference between the price charged by SFDC to Company for the applicable subscription and SFDC's then-current list price for the full-use version of the subscription for all of the subscriptions in the same Org showing unauthorized use (taken as a group), beginning with the date of the first violation through the end of the then current subscription term (the "Prohibited Use Penalty"). Upon payment of the Prohibited Use Penalty, all subscriptions showing unauthorized use will be converted into full- use subscriptions at SFDC's then-current list pricing for such full-use subscriptions for the remainder of the then current subscription term or subsequent terms during the term of the Agreement.</p>

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<p>Billions Analytics - 5 Additional Dynamic Dashboard - OEM</p>	<p>This product cannot be provisioned without at least one Force.com User subscription purchased from Company per Customer Org. This product can be resold for use in net new SFDC Service Orgs only. Company cannot resell this product for use in a Shared Org. Pricing for this product is Per Org/Per Month.</p> <p>SFDC may audit use of this subscription through the SFDC Service and/or the OEM Services and provide the results of such audit to Company.</p> <p>SFDC may audit use of this subscription through the SFDC Service and/or the OEM Services. Should any audit reveal any unauthorized use of this subscription, Company agrees to pay to SFDC, within thirty (30) days of SFDC's notice of the audit results the difference between the price charged by SFDC to Company for the applicable subscription and SFDC's then-current list price for the full-use version of the subscription for all of the subscriptions in the same Org showing unauthorized use (taken as a group), beginning with the date of the first violation through the end of the then current subscription term (the "Prohibited Use Penalty"). Upon payment of the Prohibited Use Penalty, all subscriptions showing unauthorized use will be converted into full- use subscriptions at SFDC's then-current list pricing for such full-use subscriptions for the remainder of the then current subscription term or subsequent terms during the term of the Agreement.</p>
<p>Billions Additional Scheduled Analytics Bundle</p>	<p>This product cannot be provisioned without at least one Force.com User subscription purchased from Company per Customer Org. This product can be resold for use in net new SFDC Service Orgs only. Company cannot resell this product for use in a Shared Org. Pricing for this product is Per Org/Per Month.</p> <p>SFDC may audit use of this subscription through the SFDC Service and/or the OEM Services and provide the results of such audit to Company.</p> <p>SFDC may audit use of this subscription through the SFDC Service and/or the OEM Services. Should any audit reveal any unauthorized use of this subscription, Company agrees to pay to SFDC, within thirty (30) days of SFDC's notice of the audit results the difference between the price charged by SFDC to Company for the applicable subscription and SFDC's then-current list price for the full-use version of the subscription for all of the subscriptions in the same Org showing unauthorized use (taken as a group), beginning with the date of the first violation through the end of the then current subscription term (the "Prohibited Use Penalty"). Upon payment of the Prohibited Use Penalty, all subscriptions showing unauthorized use will be converted into full- use subscriptions at SFDC's then-current list pricing for such full-use subscriptions for the remainder of the then current subscription term or subsequent terms during the term of the Agreement.</p>
<p>Billions Change Data Capture</p>	<p>This product cannot be provisioned without at least one Force.com User subscription purchased from Company per Customer Org. This product can be resold for use in net new SFDC Service Orgs only. Company cannot resell this product for use in a Shared Org. Pricing for this product is Per Org/Per Month.</p> <p>SFDC may audit use of this subscription through the SFDC Service and/or the OEM Services and provide the results of such audit to Company.</p> <p>SFDC may audit use of this subscription through the SFDC Service and/or the OEM Services. Should any audit reveal any unauthorized use of this subscription, Company agrees to pay to SFDC, within thirty (30) days of SFDC's notice of the audit results the difference between the price charged by SFDC to Company for the applicable subscription and SFDC's then-current list price for the full-use version of the subscription for all of the subscriptions in the same Org showing unauthorized use (taken as a group), beginning with the date of the first violation through the end of the then current subscription term (the "Prohibited Use Penalty"). Upon payment of the Prohibited Use Penalty, all subscriptions showing unauthorized use will be converted into full- use subscriptions at SFDC's then-current list pricing for such full-use subscriptions for the remainder of the then current subscription term or subsequent terms during the term of the Agreement.</p>

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<p>Billions Salesforce Data Mask</p>	<p>This product cannot be provisioned without at least one Force.com User subscription purchased from Company per Customer Org. This product can be resold for use in net new SFDC Service Orgs only. Company cannot resell this product for use in a Shared Org. Pricing for this product is Per Org/Per Month.</p> <p>SFDC may audit use of this subscription through the SFDC Service and/or the OEM Services and provide the results of such audit to Company.</p> <p>SFDC may audit use of this subscription through the SFDC Service and/or the OEM Services. Should any audit reveal any unauthorized use of this subscription, Company agrees to pay to SFDC, within thirty (30) days of SFDC's notice of the audit results the difference between the price charged by SFDC to Company for the applicable subscription and SFDC's then-current list price for the full-use version of the subscription for all of the subscriptions in the same Org showing unauthorized use (taken as a group), beginning with the date of the first violation through the end of the then current subscription term (the "Prohibited Use Penalty"). Upon payment of the Prohibited Use Penalty, all subscriptions showing unauthorized use will be converted into full- use subscriptions at SFDC's then-current list pricing for such full-use subscriptions for the remainder of the then current subscription term or subsequent terms during the term of the Agreement.</p>
<p>Billions Commerce Portals (100 Members)</p>	<p>This product cannot be provisioned without at least one Force.com User subscription purchased from Company per Customer Org. This product can be resold for use in net new SFDC Service Orgs only. Company cannot resell this product for use in a Shared Org. Pricing for this product is Per Org/Per Month.</p> <p>SFDC may audit use of this subscription through the SFDC Service and/or the OEM Services and provide the results of such audit to Company.</p> <p>SFDC may audit use of this subscription through the SFDC Service and/or the OEM Services. Should any audit reveal any unauthorized use of this subscription, Company agrees to pay to SFDC, within thirty (30) days of SFDC's notice of the audit results the difference between the price charged by SFDC to Company for the applicable subscription and SFDC's then-current list price for the full-use version of the subscription for all of the subscriptions in the same Org showing unauthorized use (taken as a group), beginning with the date of the first violation through the end of the then current subscription term (the "Prohibited Use Penalty"). Upon payment of the Prohibited Use Penalty, all subscriptions showing unauthorized use will be converted into full- use subscriptions at SFDC's then-current list pricing for such full-use subscriptions for the remainder of the then current subscription term or subsequent terms during the term of the Agreement.</p>

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<p>Billions Sandbox, Partial Copy (20%)</p>	<p>This product cannot be provisioned without at least one Force.com User subscription purchased from Company per Customer Org. This product can be resold for use in net new SFDC Service Orgs only. Company cannot resell this product for use in a Shared Org. Pricing for this product is Per Org/Per Month.</p> <p>SFDC may audit use of this subscription through the SFDC Service and/or the OEM Services and provide the results of such audit to Company.</p> <p>SFDC may audit use of this subscription through the SFDC Service and/or the OEM Services. Should any audit reveal any unauthorized use of this subscription, Company agrees to pay to SFDC, within thirty (30) days of SFDC's notice of the audit results the difference between the price charged by SFDC to Company for the applicable subscription and SFDC's then-current list price for the full-use version of the subscription for all of the subscriptions in the same Org showing unauthorized use (taken as a group), beginning with the date of the first violation through the end of the then current subscription term (the "Prohibited Use Penalty"). Upon payment of the Prohibited Use Penalty, all subscriptions showing unauthorized use will be converted into full- use subscriptions at SFDC's then-current list pricing for such full-use subscriptions for the remainder of the then current subscription term or subsequent terms during the term of the Agreement.</p>
<p>Billions Sandbox, Developer Pro (5%)</p>	<p>This product cannot be provisioned without at least one Force.com User subscription purchased from Company per Customer Org. This product can be resold for use in net new SFDC Service Orgs only. Company cannot resell this product for use in a Shared Org. Pricing for this product is Per Org/Per Month.</p> <p>SFDC may audit use of this subscription through the SFDC Service and/or the OEM Services and provide the results of such audit to Company.</p> <p>SFDC may audit use of this subscription through the SFDC Service and/or the OEM Services. Should any audit reveal any unauthorized use of this subscription, Company agrees to pay to SFDC, within thirty (30) days of SFDC's notice of the audit results the difference between the price charged by SFDC to Company for the applicable subscription and SFDC's then-current list price for the full-use version of the subscription for all of the subscriptions in the same Org showing unauthorized use (taken as a group), beginning with the date of the first violation through the end of the then current subscription term (the "Prohibited Use Penalty"). Upon payment of the Prohibited Use Penalty, all subscriptions showing unauthorized use will be converted into full- use subscriptions at SFDC's then-current list pricing for such full-use subscriptions for the remainder of the then current subscription term or subsequent terms during the term of the Agreement.</p>

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<p>Billions Sandbox, Full-Copy (30%)</p>	<p>This product cannot be provisioned without at least one Force.com User subscription purchased from Company per Customer Org. This product can be resold for use in net new SFDC Service Orgs only. Company cannot resell this product for use in a Shared Org. Pricing for this product is Per Org/Per Month.</p> <p>SFDC may audit use of this subscription through the SFDC Service and/or the OEM Services and provide the results of such audit to Company.</p> <p>SFDC may audit use of this subscription through the SFDC Service and/or the OEM Services. Should any audit reveal any unauthorized use of this subscription, Company agrees to pay to SFDC, within thirty (30) days of SFDC's notice of the audit results the difference between the price charged by SFDC to Company for the applicable subscription and SFDC's then-current list price for the full-use version of the subscription for all of the subscriptions in the same Org showing unauthorized use (taken as a group), beginning with the date of the first violation through the end of the then current subscription term (the "Prohibited Use Penalty"). Upon payment of the Prohibited Use Penalty, all subscriptions showing unauthorized use will be converted into full- use subscriptions at SFDC's then-current list pricing for such full-use subscriptions for the remainder of the then current subscription term or subsequent terms during the term of the Agreement.</p>
<p>Billions Additional API Calls - 10k Per Day</p>	<p>This product cannot be provisioned without at least one Force.com User subscription purchased from Company per Customer Org. This product can be resold for use in net new SFDC Service Orgs only. Company cannot resell this product for use in a Shared Org. Pricing for this product is Per Org/Per Month.</p> <p>SFDC may audit use of this subscription through the SFDC Service and/or the OEM Services and provide the results of such audit to Company.</p> <p>SFDC may audit use of this subscription through the SFDC Service and/or the OEM Services. Should any audit reveal any unauthorized use of this subscription, Company agrees to pay to SFDC, within thirty (30) days of SFDC's notice of the audit results the difference between the price charged by SFDC to Company for the applicable subscription and SFDC's then-current list price for the full-use version of the subscription for all of the subscriptions in the same Org showing unauthorized use (taken as a group), beginning with the date of the first violation through the end of the then current subscription term (the "Prohibited Use Penalty"). Upon payment of the Prohibited Use Penalty, all subscriptions showing unauthorized use will be converted into full- use subscriptions at SFDC's then-current list pricing for such full-use subscriptions for the remainder of the then current subscription term or subsequent terms during the term of the Agreement.</p>

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<p>Billions Knowledge</p>	<p>This product cannot be provisioned without at least one Force.com User subscription purchased from Company per Customer Org. This product can be resold for use in net new SFDC Service Orgs only. Company cannot resell this product for use in a Shared Org. Pricing for this product is Per Org/Per Month.</p> <p>SFDC may audit use of this subscription through the SFDC Service and/or the OEM Services and provide the results of such audit to Company.</p> <p>SFDC may audit use of this subscription through the SFDC Service and/or the OEM Services. Should any audit reveal any unauthorized use of this subscription, Company agrees to pay to SFDC, within thirty (30) days of SFDC's notice of the audit results the difference between the price charged by SFDC to Company for the applicable subscription and SFDC's then-current list price for the full-use version of the subscription for all of the subscriptions in the same Org showing unauthorized use (taken as a group), beginning with the date of the first violation through the end of the then current subscription term (the "Prohibited Use Penalty"). Upon payment of the Prohibited Use Penalty, all subscriptions showing unauthorized use will be converted into full- use subscriptions at SFDC's then-current list pricing for such full-use subscriptions for the remainder of the then current subscription term or subsequent terms during the term of the Agreement.</p>
<p>Billions Salesforce Shield (30%)</p>	<p>This product cannot be provisioned without at least one Force.com User subscription purchased from Company per Customer Org. This product can be resold for use in net new SFDC Service Orgs only. Company cannot resell this product for use in a Shared Org. Pricing for this product is Per Org/Per Month.</p> <p>SFDC may audit use of this subscription through the SFDC Service and/or the OEM Services and provide the results of such audit to Company.</p> <p>SFDC may audit use of this subscription through the SFDC Service and/or the OEM Services. Should any audit reveal any unauthorized use of this subscription, Company agrees to pay to SFDC, within thirty (30) days of SFDC's notice of the audit results the difference between the price charged by SFDC to Company for the applicable subscription and SFDC's then-current list price for the full-use version of the subscription for all of the subscriptions in the same Org showing unauthorized use (taken as a group), beginning with the date of the first violation through the end of the then current subscription term (the "Prohibited Use Penalty"). Upon payment of the Prohibited Use Penalty, all subscriptions showing unauthorized use will be converted into full- use subscriptions at SFDC's then-current list pricing for such full-use subscriptions for the remainder of the then current subscription term or subsequent terms during the term of the Agreement.</p>

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<p>Billions Platform Encryption (20%)</p>	<p>This product cannot be provisioned without at least one Force.com User subscription purchased from Company per Customer Org. This product can be resold for use in net new SFDC Service Orgs only. Company cannot resell this product for use in a Shared Org. Pricing for this product is Per Org/Per Month.</p> <p>SFDC may audit use of this subscription through the SFDC Service and/or the OEM Services and provide the results of such audit to Company.</p> <p>SFDC may audit use of this subscription through the SFDC Service and/or the OEM Services. Should any audit reveal any unauthorized use of this subscription, Company agrees to pay to SFDC, within thirty (30) days of SFDC's notice of the audit results the difference between the price charged by SFDC to Company for the applicable subscription and SFDC's then-current list price for the full-use version of the subscription for all of the subscriptions in the same Org showing unauthorized use (taken as a group), beginning with the date of the first violation through the end of the then current subscription term (the "Prohibited Use Penalty"). Upon payment of the Prohibited Use Penalty, all subscriptions showing unauthorized use will be converted into full- use subscriptions at SFDC's then-current list pricing for such full-use subscriptions for the remainder of the then current subscription term or subsequent terms during the term of the Agreement.</p>
<p>Billions Event Monitoring</p>	<p>This product cannot be provisioned without at least one Force.com User subscription purchased from Company per Customer Org. This product can be resold for use in net new SFDC Service Orgs only. Company cannot resell this product for use in a Shared Org. Pricing for this product is Per Org/Per Month.</p> <p>SFDC may audit use of this subscription through the SFDC Service and/or the OEM Services and provide the results of such audit to Company.</p> <p>SFDC may audit use of this subscription through the SFDC Service and/or the OEM Services. Should any audit reveal any unauthorized use of this subscription, Company agrees to pay to SFDC, within thirty (30) days of SFDC's notice of the audit results the difference between the price charged by SFDC to Company for the applicable subscription and SFDC's then-current list price for the full-use version of the subscription for all of the subscriptions in the same Org showing unauthorized use (taken as a group), beginning with the date of the first violation through the end of the then current subscription term (the "Prohibited Use Penalty"). Upon payment of the Prohibited Use Penalty, all subscriptions showing unauthorized use will be converted into full- use subscriptions at SFDC's then-current list pricing for such full-use subscriptions for the remainder of the then current subscription term or subsequent terms during the term of the Agreement.</p>

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<p>Billions Security Center - OEM</p>	<p>This product cannot be provisioned without at least one Force.com User subscription purchased from Company per Customer Org. This product can be resold for use in net new SFDC Service Orgs only. Company cannot resell this product for use in a Shared Org. Pricing for this product is Per Org/Per Month.</p> <p>SFDC may audit use of this subscription through the SFDC Service and/or the OEM Services and provide the results of such audit to Company.</p> <p>SFDC may audit use of this subscription through the SFDC Service and/or the OEM Services. Should any audit reveal any unauthorized use of this subscription, Company agrees to pay to SFDC, within thirty (30) days of SFDC's notice of the audit results the difference between the price charged by SFDC to Company for the applicable subscription and SFDC's then-current list price for the full-use version of the subscription for all of the subscriptions in the same Org showing unauthorized use (taken as a group), beginning with the date of the first violation through the end of the then current subscription term (the "Prohibited Use Penalty"). Upon payment of the Prohibited Use Penalty, all subscriptions showing unauthorized use will be converted into full- use subscriptions at SFDC's then-current list pricing for such full-use subscriptions for the remainder of the then current subscription term or subsequent terms during the term of the Agreement.</p>
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