

Salesforce.com - Platform Terms of Use For Platform Enterprise Edition OEM Services Subscription

For Rootstock Manufacturing Solution (and related products)

"AppExchange" means the online directory of on-demand applications that work with the Service, located at <http://www.appexchange.com> or at any successor websites.

"Reseller" means The Danville Group, Inc. (dba ROOTSTOCK SOFTWARE).

"Reseller Application Service" means Rootstock's Manufacturing & Supply Chain Apps.

"Service" means the online, Web-based platform service provided by SFDC to Reseller in connection with Reseller's provision of the Reseller Application Service to You.

"SFDC CRM Service" means the online, Web-based application and platform service generally made available to the public via <http://www.salesforce.com> and/or other designated websites, including associated offline components but excluding AppExchange applications.

"SFDC" means salesforce.com.

"Users" means Your employees, representatives, consultants, contractors or agents who are authorized to use the Service subject to the terms of these Platform Terms of Use as a result of a subscription to the Reseller Application Service having been purchased for such User, and have been supplied user identifications and passwords by You (or by Salesforce.com or Reseller at Your request).

"You" and **"Your"** means the customer entity which has contracted to purchase subscriptions to use the Reseller Application Service subject to the conditions of these Platform Terms of Use, together with any other terms required by Reseller.

"Your Data" means all electronic data or information submitted by You as and to the extent it resides in the Service.

1. Use of Service.

(a) Each User subscription to the Reseller Application Service shall entitle one User to use the Service via the Reseller Application Service, subject to the terms of these Platform Terms of Use, together with any other terms required by Reseller. User subscriptions cannot be shared or used by more than one User (but may be reassigned from time to time to new Users who are replacing former Users who have terminated employment with You or otherwise changed job status or function and no longer require use of the Service). For clarity, Your right to use the Service hereunder does not include a right to use the SFDC CRM Service except for those functionalities expressly described in the Help text within the Reseller Application Service. If you wish to use the SFDC CRM Service or any of its functionalities or services, visit www.salesforce.com to contract directly with SFDC for such services. In the event Your access to the Reseller Application Service provides You with access to the SFDC CRM Service generally or access to any SFDC CRM Service functionality within it that is in excess to the functionality described in the Reseller Application Service's user guide and/or your Order Form with Your Reseller, and You have not separately subscribed under a written contract with SFDC for such access, then You agree to not access and use such functionality, and You agree that Your use of such functionality would be a material breach of this Agreement.

(b) Notwithstanding any access You may have to the Service via the Reseller Application Service, Reseller is the sole provider of the Reseller Application Service and You are entering into a contractual relationship solely with Reseller. In the event that Reseller ceases operations or otherwise ceases or fails to provide the Reseller Application Service, SFDC has no obligation to provide the Reseller Application Service or to refund You any fees paid by you to Reseller.

(c) You (i) are responsible for all activities occurring under Your User accounts; (ii) are responsible for the content of all Your Data; (iii) shall use commercially reasonable efforts to prevent unauthorized access to, or use of, the Service, and shall notify Reseller or Salesforce.com promptly of any such unauthorized use You become aware of; and (iv) shall comply with all applicable local, state, federal and foreign laws and regulations in using the Service.

(d) You shall use the Service solely for Your internal business purposes and shall not: (i) license, sublicense, sell, resell, rent, lease, transfer, assign, distribute, time share or otherwise commercially exploit or make the Service available to any third party, other than to Users or as otherwise contemplated by these Platform Terms of Use; (ii) send spam or otherwise duplicative or unsolicited messages in violation of applicable laws; (iii) send or store infringing, obscene, threatening, libelous, or otherwise unlawful or tortious material, including material that is harmful to children or violates third party privacy rights; (iv) send or store viruses, worms, time bombs, Trojan horses and other harmful or malicious code, files, scripts, agents or programs; (v) interfere with or disrupt the integrity or performance of the Service or the data contained therein; or (vi) attempt to gain unauthorized access to the Service or its related systems or networks.

(e) You shall not (i) modify, copy or create derivative works based on the Service; (ii) frame or mirror any content forming part of the Service, other than on Your own intranets or otherwise for Your own internal business purposes; (iii) reverse engineer the Service; or (iv) access the Service in order to (A) build a competitive product or service, or (B) copy any ideas, features, functions or graphics of the Service.

2. **Third-Party Providers.** Reseller 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 Service, the SFDC CRM Service, and/or the Reseller Application Service, including implementation, customization and other consulting services related to customers' use of the Service and/or the SFDC CRM Service, and applications (both offline and online) that interoperate with the Service, SFDC CRM Service, and/or the Reseller Application Service, such as by exchanging data with the Service, the SFDC CRM Service, and/or the Reseller Application Service, or by offering additional functionality within the user interface of the Service, the SFDC CRM Service, and/or the Reseller Application Service through use of the Service and/or SFDC CRM Service's 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 Reseller Application Service or any other product or service of Reseller, 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 Reseller Application Service, and any purchase by You of any product or service offered by such third-party provider, including but not limited to the Reseller Application Service, is solely between You and such third-party provider. In addition, from time to time, certain additional functionality (not defined as part of the Service) may be offered by SFDC or Reseller 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 these Platform Terms of Use.

3. **Proprietary Rights.** Subject to the limited rights expressly granted hereunder, SFDC reserves all rights, title and interest in and to the Service, including all related intellectual property rights. No rights are granted to You hereunder other than as expressly set forth in these Platform Terms of Use. The Service is deemed SFDC confidential information, and You will not use it or disclose it to any third party except as permitted in these Platform Terms of Use.

4. **Compelled Disclosure.** If either You or SFDC is compelled by law to disclose confidential information of the other party, it shall provide the other party with prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at the other party's cost, if the other party wishes to contest the disclosure.

5. **Suggestions.** You agree that SFDC shall have a royalty-free, worldwide, transferable, sublicenseable, irrevocable, perpetual license to use or incorporate into any SFDC products or services any suggestions, enhancement requests, recommendations or other feedback provided by You or Your Users relating to the operation of the Service and/or the SFDC CRM Service.

6. **Termination.** Your use of the Service may be immediately terminated and/or suspended upon notice due to (a) a breach of the terms of these Platform Terms of Use by You or any User, (b) the termination or expiration of Reseller's agreement with SFDC pursuant to which Reseller is providing the Service as part of the

Reseller Application Service to You, and/or (c) a breach by Reseller of its obligations to SFDC with respect to the rights it is providing to You in connection with this these Platform Terms of Use.

7. **Subscriptions Non-Cancelable.** Subscriptions for the Service are non-cancelable during a subscription term, unless otherwise specified in Your agreement with Reseller.

8. **Data Storage.** The Platform and SFDC Service include a certain cumulative amount of storage for no additional charge based on the aggregate number of User subscriptions You maintain. Contact Your Reseller for additional information. Additional storage may be available for purchase from the Reseller.

9. **No Warranty.** SALESFORCE.COM MAKES NO WARRANTIES OF ANY KIND, INCLUDING BUT NOT LIMITED TO WITH RESPECT TO THE SERVICE, THE SFDC CRM SERVICE, AND/OR THE RESELLER APPLICATION SERVICE, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE. SALESFORCE.COM MAKES NO REPRESENTATION, WARRANTY, OR GUARANTY AS TO THE RELIABILITY, TIMELINESS, QUALITY, SUITABILITY, AVAILABILITY, ACCURACY OR COMPLETENESS OF THE RESELLER APPLICATION SERVICE. SALESFORCE.COM DOES NOT REPRESENT OR WARRANT THAT (A) THE RESELLER APPLICATION SERVICE WILL BE AVAILABLE, SECURE, TIMELY, UNINTERRUPTED OR ERROR-FREE OR OPERATE IN COMBINATION WITH THE SALESFORCE.COM SERVICE OR ANY OTHER APPLICATION, SOFTWARE, HARDWARE, SYSTEM OR DATA, (B) THE RESELLER APPLICATION SERVICE OR THE SERVICE WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS, (C) ANY DATA STORED USING THE RESELLER APPLICATION SERVICE WILL BE ACCURATE, RELIABLE, OR SECURE, (D) ERRORS OR DEFECTS IN RESELLER APPLICATION SERVICE OR THE SERVICE WILL BE CORRECTED, OR (E) THE RESELLER APPLICATION SERVICE OR THE SYSTEMS USED BY RESELLER TO MAKE RESELLER APPLICATION SERVICE AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. THE SERVICE IS PROVIDED STRICTLY ON AN "AS IS" BASIS. TO THE MAXIMUM EXTENT PERMITTED BY LAW, SALESFORCE.COM DISCLAIMS ALL CONDITIONS, REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, WITH RESPECT TO RESELLER APPLICATION SERVICE AND THE SERVICE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS.

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11. **Further Contact.** SFDC may contact you regarding new SFDC service features and offerings.

12. **Google Programs and Services.** Service features that interoperate with the Google programs and services depend on the continuing availability of applicable Google application programming interfaces ("APIs") and programs for use with the Service. If Google Inc. ceases to make such APIs and/or programs available on reasonable terms for the Service, SFDC may cease providing such Service features without entitling You or Reseller to any refund, credit, or other compensation.

13. **Third Party Beneficiary.** SFDC shall be a third party beneficiary to this agreement solely as it relates to these Platform Terms of Use.