

## PROPERTYBASE ADDENDUM

Customer's use of Propertybase 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 Propertybase 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).

"**Propertybase Subscription Services**" means Company's Subscription Services that are specifically identified on the applicable Order Form as Propertybase 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. Propertybase Subscription Services; Restrictions

The Propertybase Subscription Services enable Customer to manage the process of selling properties. The Propertybase Subscription Services further provides specific functionality such as inventory management, standard MLS (Multiple Listing Services) integration, buyers & sellers matching, transaction management workflow, payment plans & tracking, financial management & commission management, management of multi-level real estate franchise organizations, and real estate specific version of predefined task lists. The Propertybase Subscription Services processes an email engine, a PDF generation engine and data storage of property & listings off platform using Heroku/AWS and this allows Customer to retrieve and process property & listings data within their Org.

Customer may use the SFDC Services solely as part of the Combined Solution. Customer may use the SFDC Services solely to use the functionality of the Combined Solution in the form it has been provided to Customer by Company. Customer will not use the SFDC Services except as expressly set forth in the Agreement and this Addendum. Unless otherwise indicated in an Order Form, Customer may not use the SFDC 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 Company. Customer may not increase the number of custom objects beyond that provided in the SFDC Services, nor may Customer develop applications for internal use or install additional applications in connection with the SFDC Services. If Customer's access to the Combined Solution provides Customer with access to any SFDC 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. Notwithstanding anything to the contrary in the Order Form or the Agreement, the SFDC Services must be provisioned for a unique Org. A single Org may not contain Customer Data, or be accessed by, more than one Customer. Customer agrees that Customer's noncompliance with the terms set forth in this paragraph would be a material breach of the Agreement.

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.

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

“**Non-SFDC Application**” means a Companyb-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 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.

**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 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.

SCHEDULE B – PRODUCT SPECIAL TERMS	
Product Name	Product Special Terms
Propertybase Data Storage - 10 GB	<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>
Propertybase Heroku 250K Connect Rows	<p>The Heroku - 250k Connect Rows subscription allows Company to sync up to 250,000 data rows between the Heroku Services and Company's instance of salesforce.com. Company understands that the above limitation is contractual in nature (i.e., it is not enforced as a technical matter in the Service) and therefore agrees to strictly monitor its Users' use of such subscriptions and enforce the applicable limitation. SFDC may review Company's use of such subscriptions at any time through the Service. If at any time during the subscription term, Company exceeds its permitted number of Heroku Connect Rows, SFDC reserves the right to charge Company list price for as many additional Heroku - 250k Connect Rows packages needed to cover all Heroku Connect Rows consumed in excess of the permitted number of Heroku Connect Rows. Such additional fees will be charged to Company monthly in arrears. Heroku - 250k Connect Rows subscriptions include Enterprise Support as described at: <a href="https://sfdc-assets.s3.amazonaws.com/TermsOfDynos_Addons_EnterpriseSupport.pdf">https://sfdc-assets.s3.amazonaws.com/TermsOfDynos_Addons_EnterpriseSupport.pdf</a>.</p> <p>Notwithstanding the Platform Solution Company Agreement between SFDC and Company, Company's purchase of subscriptions of this product shall be governed by the terms of the salesforce.com Master Subscription Agreement ("MSA") found at <a href="https://www.salesforce.com/company/msa.jsp">https://www.salesforce.com/company/msa.jsp</a>.</p> <p>For the purpose of this product, the term "Order Form" in the MSA shall mean this Product Catalog (as applicable to the products being purchased) and the applicable Service Order. The term for each subscription to this product 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. Fees to be paid by Company to SFDC for subscriptions of this product are as set forth in the relevant Service Order. SFDC will invoice Company on a monthly basis for the monthly fees set forth in the Service Orders.</p>
Propertybase Wave: Analytics Cloud OEM	<p>Subscriptions to this product can be resold by Company and used by Customer solely in combination with the Combined Solution. In addition to the restrictions set forth in the Agreement, subscriptions to this product can be used (and Company must require that subscriptions to this product be used) solely with data expressly set forth in the Propertybase Subscription Services description. For any Customer to whom Company resells this product, Company must (i) inform the applicable Customer that the Customer is purchasing Wave: Analytics Cloud OEM Services from Company as part of the Combined Solution and (ii) add the following language to the SFDC Service Agreement to which Company is required to obtain each Customer's agreement under the terms of the Platform Solution Company Agreement: "Wave: Analytics Cloud. For any Platform services that are identified as "Wave: Analytics Cloud" services, You and Your Users must comply with the Documentation. Salesforce may audit Your and Your Users use of this subscription through the SFDC Service and/or Platform and provide the results of such audit to Company. 'Documentation' means the applicable Trust and Compliance documentation for each Platform service, and its usage guides and policies, as updated from time to time, accessible via <a href="https://help.salesforce.com">help.salesforce.com</a> or login to the applicable Platform service. In addition, Company must advise Customers of the following additional restrictions and/or permissions, which are contractual in nature, and enforce such restrictions: Except in connection with Analytics Cloud - Sales Wave Analytics App subscription or Analytics Cloud - Wave Analytics Platform subscription, Customer may not use subscriptions to this product to upload or access data other than data that Company has expressly permitted to be used as part of the Company Application. For the avoidance of doubt, subscriptions to this product cannot be used with any functionality other than the functionality that is provided to Customer by Company as part of the Company Application. Customer understands that the foregoing limitation is contractual in nature (i.e. it is not limited as a technical matter in the OEM Services), and therefore agrees to strictly monitor its Users' use of such subscriptions and enforce such restriction. Salesforce may audit use of subscriptions to this product through the SFDC Service and/or the OEM Services. Should any audit reveal any use of subscriptions to this product in violation of the above restrictions, Company agrees it will pay, within five (5) business days of notice of the results, the difference between the price charged by Salesforce to Company for such subscriptions and the then-current list price for Analytics Cloud - Wave Analytics Platform, for all such subscriptions showing unauthorized use (taken as a group), beginning with the date of the first violation through the end of the then current subscription term. Upon such payment, all such subscriptions showing unauthorized use will be converted into Analytics Cloud - Wave Analytics Platform subscriptions for the remainder of the then current subscription term.</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>Propertybase Lightning Force 100 - Enterprise Edition</p>	<p>Lightning Force 100 - Enterprise Edition cannot be provisioned without at least one Lightning Force 100 (Administrator) User subscription purchased from Company per Customer Org. Pricing for this product is per user per month. Company agrees (i) to advise Customers of the following restrictions and/or permissions, which are contractual in nature (i.e., the functionality itself has not been disabled as a technical matter in the SFDC Service) and (ii) to be responsible for enforcing such restrictions set forth herein: Each Lightning Force 100 User - Enterprise Edition is entitled to access no more than 100 custom objects. Salesforce may audit use of this User subscription through the SFDC Service. Should any audit reveal any unauthorized use of this User subscription, Company agrees to pay to Salesforce, within thirty (30) days of Salesforce's notice of the audit results the difference between the price charged by Salesforce to Company for the applicable User subscription and Salesforce's then-current list price for the full-use version of the User subscription for all of the User 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 User subscriptions showing unauthorized use will be converted into full-use subscriptions at Salesforce'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>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>Propertybase ISV Customer Community Plus (1-100 Member)</p>	<p>This product cannot be provisioned without at least one Force.com User subscription purchased from Company per Customer Org. Pricing for this product is per Member per month. Company agrees (i) to advise Customers of the following restrictions and/or permissions, which are contractual in nature (i.e., the functionality itself has not been disabled as a technical matter in the SFDC Service) and (ii) to be responsible for enforcing such restrictions set forth herein: Subscriptions to ISV Customer Community Plus (1-100 Member) may not be purchased for use by Customer's employees or other personnel of Customer. Each ISV Customer Community Plus (1-100 Member) subscription entitles the permitted number of member Users access to all such Communities within the same Org. SFDC may review Customer's use of the subscriptions at any time through the SFDC Service.</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>Propertybase ISV Customer Community Plus (101+ Member)</p>	<p>This product cannot be provisioned without at least one Force.com User subscription purchased from Company per Customer Org. Pricing for this product is per Member per month. Company agrees (i) to advise Customers of the following restrictions and/or permissions, which are contractual in nature (i.e., the functionality itself has not been disabled as a technical matter in the SFDC Service) and (ii) to be responsible for enforcing such restrictions set forth herein: Subscriptions to ISV Customer Community Plus (101+ Member) may not be purchased for use by Customer's employees or other personnel of Customer. Each ISV Customer Community Plus (101+ Member) subscription entitles the permitted number of member Users access to all such</p>

	<p>Communities within the same Org. SFDC may review Customer's use of the subscriptions at any time through the SFDC Service.</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>
Propertybase ISV Customer Community Plus (1+ Login)	<p>This product cannot be provisioned without at least one Force.com User subscription purchased from Company per Customer Org. Pricing for this product is per Login per month. Company agrees (i) to advise Customers of the following restrictions and/or permissions, which are contractual in nature (i.e., the functionality itself has not been disabled as a technical matter in the SFDC Service) and (ii) to be responsible for enforcing such restrictions set forth herein: Subscriptions to ISV Customer Community Plus (1+ Login) may not be purchased for use by Customer's employees or other personnel of Customer. Each ISV Customer Community Plus (1+ Login) subscription entitles the Permitted Users access to all such Communities within the same Org up to the number of log-ins per month ordered. Salesforce will provision 20 User subscriptions for each of the Permitted Number of Monthly Logins; subject, however, to the limitations on the aggregate number of User subscriptions per Org set forth in the Documentation ("Permitted Users"). The pricing above for the ISV Customer Community Plus (1+ Login) product includes the number of User logins per calendar month specified under "Product" above times the corresponding number specified under "Quantity" above (the "Permitted Number of Monthly Logins"). Notwithstanding anything to the contrary in the applicable Documentation, each such ISV Customer Community Plus (1+ Login) subscription allows for a maximum of 10 API Requests per 24-hour period for an Org. SFDC may review Customer's use of the subscriptions at any time through the SFDC Service. Unused logins are forfeited at the end of each month and do not roll over to subsequent months. The beginning and end of each calendar month will conform with U.S. Pacific Time.</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>
Propertybase ISV Customer Community (1-100 Member)	<p>This product cannot be provisioned without at least one Force.com User subscription purchased from Company per Customer Org. Pricing for this product is per Member per month. Company agrees (i) to advise Customers of the following restrictions and/or permissions, which are contractual in nature (i.e., the functionality itself has not been disabled as a technical matter in the SFDC Service) and (ii) to be responsible for enforcing such restrictions set forth herein: Subscriptions to ISV Customer Community (1-100 Member) may not be purchased for use by Customer's employees or other personnel of Customer. Each ISV Customer Community (1-100 Member) subscription entitles the permitted number of member Users access to all such Communities within the same Org. SFDC may review Customer's use of the subscriptions at any time through the SFDC Service.</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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