End User License Agreement

IMPORTANT! BE SURE TO CAREFULLY READ AND UNDERSTAND ALL OF THE RIGHTS AND RESTRICTIONS SET FORTH IN THIS END USER LICENSE AGREEMENT ("AGREEMENT").

THIS AGREEMENT GOVERNS YOUR USE OF THE "JCS SOFTWARE" DURING THE "TRIAL PERIOD" AS DEFINED HEREIN.

BY DOWNLOADING THE JCS SOFTWWARE, YOU ACCEPT AND AGREE TO BE BVOUND BY THIS AGREEMENT. IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY AND ITS "AFFILIATE" TO THIS AGREEMENT, IN WHICH CASE THE TERMS "YOU" OR "YOUR" OR "CUSTOMER" SHALL REFER TO SUCH ENTITY AND ITS AFFILIATES.

JCS WILL CONTACT YOU DURING THE TRIAL PERIOD TO YOUR OPTIONS FOR CONTINUING TO USE THE JSC SOFTWARE AFTER THE TRIAL PERIOD ENDS.

1.   **Definitions.** As used in this Agreement:

"**Affiliate**" means any Person that directly or indirectly controls or is controlled by a Party, or with which a Party shares common control. A Party "controls" another entity when the Party, through ownership of the voting stock or other ownership interest of that entity, or by contract or otherwise, has the ability to direct its management

"**Aggregate/Anonymous Data**" means data that is not Confidential Information and is either aggregated or otherwise anonymized so that results are non-personally identifiable. Subject to the foregoing, Aggregated/Anonymous Data may include, without limitation, data that is based on Customer Data.

*"***Confidential Information***"* means any information: (i) that has value to a Party and is not generally known to its competitors, including but not limited to all of a Party's trade secrets, designs, specifications, ideas, concepts, plans, formulas, patterns, devices, software, drawings, machinery and equipment, products, processes, procedures, methods, applications, technologies, financial information, customer information (including identity, specific needs and any of such customer's information possessed by a Party), any compilation or combination of the foregoing that is disclosed to the other Party or marked as confidential or proprietary. Information shall not be deemed proprietary or confidential, and the receiving Party shall have no confidentiality and non-disclosure obligation with respect to any such information, that: (A) is or becomes publicly known through no wrongful act of the receiving Party; (B) is already known by or in the possession of the receiving Party prior to disclosure by the disclosing Party hereunder; (C) is approved for release with the prior written approval of the disclosing Party (which may be withheld as the latter sees fit); (D) is rightfully received by the receiving Party from a third party not bound by a confidentiality agreement or other obligation restricting such disclosure; or (E) is independently developed by the receiving Party without access to or use of the Confidential Information.

"**Customer Data**" means all electronic data or information submitted by or on behalf of Customer or any of its Users to or through the JCS Software.

"**JCS**" means Job Center Software L.L.C. a Michigan limited liability company with its principal place of business at 5820 N. Canton Center Rd., Suite 150, Canton, Michigan 48187

"**JCS Proprietary Rights**" means all patent, copyright, trade secret, trademark, and all other rights in and to the JCS Software owned by or licensed to JCS whether or not such rights are registered under patent, copyright or trademark laws.

"**JCS Software**" means (i) the JCS software application or applications furnished by JCS via the AppEchange at http://www.appexchange.com , any successor websites or otherwise, commonly referred to a "Job Center," and installed into and interoperate with the web-based platform services provided by SFDC at http://www.salesforce.com or any successor websites; (ii) related user guides, instructions and/or other user documentation furnished by JCS; and (iii) all new versions, updates, revisions, enhancements, improvements, derivatives and modifications of the foregoing furnished by JCS. "JCS Software" does not include project development or customization work performed by JCS under any separate services agreement with Customer.

"**Party**" means JCS or Customer, separately. "**Parties**" means JCS and Customer, together.

"**Person**" means an individual, corporation, partnership, joint venture, limited liability company, governmental authority, unincorporated organization, trust, association or other entity.

"**SFDC**" means either (i) the company Salesforce.com, Inc. or its successors or (ii) the web-based platform services offered by Salesforce.com, Inc. or its successors via http://www.salesforce.com any successor websites.

"**Trial Period**" means the thirty (30) day period commencing the day when You first download the JCS Software, unless extended in a signed writing by JCS.

"**User**" means a Person authorized by Customer to access and use the JCS Software pursuant to this Agreement. Users may include, but are not limited to, employees, consultants, contractors and agents of Customer, or third parties with whom Customer transacts business.

"**You**" or "**Your**" or "**Customer**" means the Person who downloads the JCS Software and agrees to be bound by thus Agreement.

2.   License

 a. JCS hereby grants to Customer a revocable, non-exclusive, nontransferable, worldwide right and license under the JCS Proprietary Rights, on an "AS-IS" basis without any warranties, to use the JCS Software during the Trial Period only upon the terms set forth herein.
 b. JCS reserves all rights not expressly granted herein. No transfer of any ownership in the JCS Software or the JCS Proprietary Rights is made or intended herein. Customer acknowledges that as between JCS and Customer, JCS is the exclusive owner of the JCS Software and the JCS Proprietary Rights. Customer agrees not to register, attempt to register or otherwise claim ownership or protection of the JCS Software, and to not attack or challenge any of the JCS Proprietary Rights or assist others in doing so.
 c. To the extent Customer or any party acting on its behalf conceives, develops, reduces to practice, authors or creates any derivative works of the JCS Software (in whole or in part), Customer acknowledges and agrees that such derivative works shall be solely and exclusively owned by JCS. Customer shall and hereby does assign to JCS all of Customer's right, title and interest, including without limitation all intellectual property and proprietary rights in and to, such derivative works. Customer will receive the same license rights in derivative works as conveyed with regard to the JCS Software pursuant to this Agreement. Otherwise, Customer shall have no right to use or otherwise exploit such derivative works.
 d. The license granted herein is royalty-free for the Trial Period and shall automatically expire at the end of the 30th day of the Trial Period. Upon request from Customer, the Trial Period may be extended by JCS in a signed writing, in its sole discretion. Customer and any and all Users under Customer shall immediately and permanently cease any and all use of the JCS Software upon expiration or termination of this Agreement for any reason. The Parties agree that, among other things, any failure by Customer or its Users to immediately cease all such uses upon expiration or termination shall be deemed willful copyright infringement.
 e. Customer shall use the JCS Software solely for its 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 JCS Software available to any third party, other than to Users or as otherwise contemplated by this Agreement; (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 bacons, 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 JCS Software or the data contained therein; or (vi) attempt to gain unauthorized access to the JCS Software or its related systems or networks.

f. Customer shall not (i) modify, copy or create derivative works based on the JCS Software; (ii) frame or mirror any content forming part of the JCS Software; (iii) reverse engineer the JCS Software or (iv) access the JCS Software in order to (A) build a competitive product or service, or (B) copy any ideas, features, functions or graphics of the JCS Software.

3.   Customer Data.   Customer's use of the JCS Software is at its own risk. JCS is not responsible for any defects in the JCS Software, or for any loss of data or other adverse impacts upon the Customer Data resulting from use of the JCS Software. As between Customer and JCS, Customer owns exclusively and retains all rights in any and all Customer Data. Notwithstanding the foregoing, Customer acknowledges and agrees that (i) JCS may generate Aggregate/Anonymous Data related to Customer's use of the JCS Software ; (ii) notwithstanding anything to the contrary herein, JCS shall have exclusive ownership rights to, and the exclusive right to use, Aggregate/Anonymous Data for its internal business purposes and (iii) JCS is free to use (including for research purposes) Aggregate/Anonymous Data, and to reuse all generalized knowledge, experience, know-how, works and technologies (including ideas, concepts, processes and techniques) related to or acquired under this Agreement (including without limitation, that which it could have acquired performing the same or similar services for another customer), provided that JCS may not use such data and information in a way that discloses the identity of Customer or its Users or discloses Confidential Information.

4.   Confidentiality and Non-Disclosure.
a. Each Party acknowledges that all Confidential Information disclosed to, or acquired by, the other Party in connection with this Agreement constitutes proprietary and confidential trade secrets of the disclosing Party. Customer and JCS acknowledge that the JCS Software is, and shall remain, a trade secret of JCS. Each Party agrees to maintain the other Party's Confidential Information in strict confidence, at least as carefully as it protects its own most confidential information.

b. Each Party agrees to furnish the Confidential Information only to (a) its employees; and (b) individuals on the Party's premises who are acting under its direction and control for purposes specifically related to Customer's permitted use of the Confidential Information and JCS Software and are under a written obligation to protect disclosing Party's own Confidential Information. Customer shall advise JCS immediately if Customer learns or has reason to believe that any person having access to the JCS Software or Confidential Information has violated or intends to violate the terms of this Agreement. JCS shall advise Customer of any such likely violation with respect to Customer's Confidential Information. Each Party will cooperate at its own expense with the other Party in seeking suitable injunctive or other equitable relief against that Person. If either Party is found to have violated this Section, such Party would be responsible for paying the reasonable expenses of the other Party in obtaining suitable injunctive of other equitable relief against that Person.

c. In the event either Party receives a subpoena or other validly issued administrative or judicial process requesting Confidential Information of the other Party, the recipient shall promptly notify the disclosing Party and tender to it the defense of such demand. Unless the demand shall have been timely limited, quashed or extended, the recipient shall thereafter be entitled to comply with such demand to the extent permitted by law. If requested by the Party to whom the defense has been tendered, the recipient shall cooperate (at the expense of the requesting Party) in the defense of a demand. Nothing herein shall obligate any Party to violate any state or federal securities laws regarding the disclosure of information.

d. Each Party acknowledges that any disclosure of any aspect of the JCS Software or Confidential Information, except as permitted by this Agreement, will give rise to irreparable injury to the other Party that is inadequately compensable in damages. Each Party hereby consents to the other Party obtaining injunctive relief against such disclosure in addition to any other available remedy. All undertakings and obligations of both

Parties relating to confidentiality and non-disclosure, whether contained in this Section or elsewhere, shall survive any termination of this Agreement.

5.   Termination.
a. Default. If either Party fails to comply with a material term or condition of this Agreement, other than a breach of confidentiality hereunder, the complying Party may give the defaulting Party written notice of such failure. The defaulting Party shall have ten (10) days after receipt of notice to cure a default, whereupon, failing cure, the complying Party shall have the right to terminate this Agreement without notice.
b. Return of JCS Software. Upon termination, expiration or suspension, Customer shall, at its option, either return to JCS or destroy all JCS Software and all copies thereof, in part or in whole, in all forms of media. If it chooses the latter, Customer shall promptly submit an affidavit signed by an officer of Customer attesting to the destruction.
d. Sections 2(b) - (f), 3, 4, 5(b), and 6–10 shall survive termination of this Agreement.

6.   Representations and Warranties.

a. Mutual Warranties.   Each Party represents and warrants that: (i) it is a duly organized, validly existing and in good standing as a corporation or other entity under the laws of the jurisdiction of its incorporation or other organization; (ii) the execution of this Agreement by its representative whose signature is set forth at the end of this Agreement has been duly authorized by all necessary corporate or organizational action of such Party; and (iii) when executed and delivered by both Parties, this Agreement will constitute the legal, valid and binding obligation of such Party, enforceable against such Party in accordance with its terms.
b. THE JCS SOFTWARE IS PROVIDED "AS IS" WITHOUT ANY WARRANTIES OF ANY KIND. EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES EXPRESSLY SET FORTH IN SECTION 6(A) OF THIS AGREEMENT, JCS MAKES NO OTHER REPRESENTATIONS OR WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, WITH RESPECT TO THE JCS SOFTWARE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ANY WARRANTIES REGARDING INTEROPERABILITY OR ABSENCE OF DEFECTS, ANY WARRANTY THAT THE JCS SOFTWARE MEETS CUSTOMER'S REQUIREMENTS, ANY QARRANTY THAT THAT JCS SOFTWARE WILL OPERATE UNINTERRUPTED OR BE ERROR-FREE, ANY TITLE WARRANTIES, ANY NON-INFRINGEMENT WARRANTIES, AND/OR ANY IMPLIED WARRANTIES ARISING FROM THE COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE IN TRADE, AND JCS HEREBY DISCLAIMS ALL SUCH WARRANTIES.

7.   Reseller Agreement. The Parties acknowledge and agree that this Agreement is subject to, and JCS and Customer are bound by, the terms of Exhibit A, attached, the "SFDC Service Agreement." In any conflict between the terms of this Agreement and Exhibit A, the terms of this Agreement shall govern.

8.   Limitation of Liability. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO EACH OTHER OR ANY THIRD PARTY FOR ANY INDIRECT, PUNITIVE, SPECIAL, EXEMPLARY, INCIDENTAL, OR CONSEQUENTIAL DAMAGES (INCLUDING LOSS OF DATA, REVENUE, PROFITS, USE OR OTHER ECONOMIC ADVANTAGE) ARISING OUT OF, OR IN ANY WAY CONNECTED WITH THE JCS SOFTWARE INCLUDING BUT NOT LIMITED TO THE USE OR INABILITY TO USE THE JCS SOFTWARE, OR FOR ANY CONTENT OBTAINED FROM OR THROUGH THE JCS SOFTWARE, ANY INTERRUPTION, INACCURACY, ERROR OR OMISSION, REGARDLESS OF CAUSE IN THE CONTENT, EVEN IF THE PARTY FROM WHICH DAMAGES ARE BEING SOUGHT HAS BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

9.   Indemnification.   Customer shall indemnify and hold JCS, its licensors and each such party's Affiliates, officers, directors, employees, attorneys and agents harmless from and against any and all claims, costs, damages, losses, liabilities and expenses (including attorneys' fees and costs) arising out of or in connection with: (i) a claim, which if true, would constitute a violation by Customer of Customer's

representations and warranties in this Agreement; or (ii) a claim arising from the breach by Customer or Customer's Users of this Agreement. Company shall give prompt written notice of any such claim to Customer. Customer sole control of the defense and settlement of the claim (provided that Customer may not settle any claim without JCS's approval unless Customer unconditionally releases Company of all liability and such settlement does not affect Company's business or the JCS Software).

10.   General.

a. Amendment This Agreement may be modified, changed or amended only in a writing signed by both Parties.

b.   <u>No Waiver</u>. No delay or failure of any Party to exercise any right provided herein shall in any way affect its right to enforce that right or any other right under this Agreement at a later time. No waiver shall be effective unless in writing signed by the waiving Party.

c. <u>Severability</u>. If any provision of this Agreement is declared invalid by any lawful tribunal, then the remainder of the Agreement shall be adjusted to conform to legal requirements of that tribunal and that modification shall automatically become a part of the Agreement. Or, if no adjustment can be made, the provision shall be deleted as though never included in the Agreement and the Agreement's remaining provisions shall remain in full force and effect.

d. <u>Assignment.</u> Neither this Agreement nor individual transactions nor rights under it shall be assigned, nor shall any obligation be delegated by Customer, without the prior written consent of JCS.

e. <u>Force Majeure.</u> Neither Party will be liable for any failure or delay in performance due, in whole or in part, to any cause beyond its reasonable control.

f. <u>Export Administration Requirements</u>. Customer shall not export, either directly or indirectly, any JCS Software without first obtaining a license, as required, from the United States Department of Commerce or other U.S. agency or department, insofar as such license is necessary to comply with Export Administration Regulations.

g. <u>Notices.</u> Any notice under this Agreement shall be effective upon initial receipt by addressee regardless of whether notice is rejected if notice is in writing, signed by an authorized representative of the noticing Party, and sent by registered or certified mail, return receipt requested, or express courier, signature requested at the addresses furnished by the Parties, or as updated by either Party from time to time.

h. <u>Limitation of Actions</u>. No action, regardless of form, may be brought by either Party after the earlier of (a) twelve (12) months after the date on which that Party becomes aware that a cause of action has arisen, or (b) the period set forth under the applicable statute of limitations.

i. <u>CHOICE OF LAW/CHOICE OF FORUM</u>. THIS AGREEMENT SHALL BE DEEMED TO HAVE BEEN EXECUTED AND DELIVERED IN CANTON, MICHIGAN, U.S.A., AND SHALL BE CONSTRUED, INTERPRETED AND ENFORCED UNDER AND IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF MICHIGAN. CUSTOMER AGREES TO EXERCISE ANY RIGHT OR REMEDY IN CONNECTION WITH THIS AGREEMENT EXCLUSIVELY IN, AND HEREBY SUBMITS TO THE JURISDICTION OF, THE STATE OF MICHIGAN COURTS OF WAYNE COUNTY, MICHIGAN, OR THE UNITED STATES DISTRICT COURT FOR THE EASTERN DISTRICT OF MICHIGAN, SOUTHERN DIVISION.

j. <u>Entire Agreement</u>. This Agreement and its <u>Exhibit A</u> constitute the complete and exclusive statement of the agreement between the Parties and supersede all prior oral and written agreements, communications, representations, statements, negotiations and undertakings relating to the subject matter herein.

EXHIBIT A - SFDC Service Agreement

"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 JCS.

"**Reseller Application** means JCS Software.

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

"SFDC 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 this SFDC Service Agreement as a result of a subscription to the Reseller Application 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 subject to the conditions of this SFDC Service Agreement, 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 shall entitle one User to use the Service via the Reseller Application, subject to the terms of this SFDC Service Agreement, 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 subscription to use the Platform hereunder does not include a subscription to use the SFDC Service or to use it in connection with applications other than the Reseller Application. If You wish to use the SFDC Service or any of its functionalities or services, to use another application other than the Reseller Application, or to create or use additional custom objects beyond those which appear in the Reseller Application in the form that it has been provided to You by Your Reseller, visit www.salesforce.com to contract directly with SFDC for such services. In the event Your access to the Reseller Application provides You with access to the SFDC Service generally or access to any SFDC Service functionality within it that is in excess to the functionality described in the Reseller Application's user guide, 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, Your use of applications other than the Reseller Application, or Your creation or use of additional custom objects in the

Reseller Application beyond that
which appears in the Reseller Application in the form that it has been provided to You by your Reseller, would be a material breach of this Agreement.

(b)   Notwithstanding any access You may have to the Platform or the SFDC Service via the Reseller Application, Reseller is the sole provider of the Reseller Application 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, SFDC has no obligation to provide the Reseller Application 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 Platform and the SFDC 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 Platform and the SFDC Service.

(d)   You shall use the Platform and the SFDC 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 Platform or the SFDC Service available to any third party, other than to Users or as otherwise contemplated by this SFDC Service Agreement; (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 Platform or the SFDC Service or the data contained therein; or (vi) attempt to gain unauthorized access to the Platform or the SFDC Service or its related systems or networks.

(e)   You shall not (i) modify, copy or create derivative works based on the Platform or the SFDC Service; (ii) frame or mirror any content forming part of the Platform or the SFDC Service, other than on Your own intranets or otherwise for Your own internal business purposes; (iii) reverse engineer the Platform or the SFDC Service; or (iv) access the Platform or the SFDC Service in order to (A) build a competitive product or service, or (B) copy any ideas, features, functions or graphics of the Platform or the SFDC 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 Platform, the SFDC Service, and/or the Reseller Application, including implementation, customization and other consulting services related to customers' use of the Platform and/or the SFDC Service, and applications (both offline and online) that interoperate with the Platform, SFDC Service, and/or the Reseller Application, such as by exchanging data with the Platform, the SFDC Service, and/or the Reseller Application, or by offering additional functionality within the user interface of the Platform, the SFDC Service, and/or the Reseller Application through use of the Platform and/or SFDC 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 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, and any purchase by You of any product or service offered by such third-party provider, including but not limited to the Reseller Application, is solely between You and such third-party provider. In addition, from time to time, certain additional functionality (not defined as part of the Platform or SFDC 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 this SFDC Service Agreement.

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

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 Platform and/or the SFDC Service.

6. **Termination.** Your use of the Platform and the SFDC Service may be immediately terminated and/or suspended upon notice due to (a) a breach of the terms of this SFDC Service Agreement by You or any User, (b) the termination or expiration of Reseller's agreement with SFDC pursuant to which Reseller is providing the Platform as part of the Reseller Application to You, and/or (c) a breach by Reseller of its obligations to SFDC with respect to the subscriptions it is providing to You in connection with this SFDC Service Agreement.

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

8. **Data Storage.** The Platform and SFDC Service includes a certain cumulative amount of storage per User subscription for no additional charge. 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 PLATFORM, THE SFDC SERVICE, AND/OR THE RESELLER APPLICATION, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE. 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 AND THE SERVICE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS.

10. **No Liability.** IN NO EVENT SHALL SFDC HAVE ANY LIABILITY TO YOU OR ANY USER FOR ANY DAMAGES WHATSOEVER, INCLUDING BUT NOT LIMITED TO DIRECT, INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR DAMAGES BASED ON LOST PROFITS, HOWEVER CAUSED AND, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, WHETHER OR NOT YOU HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

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

12.   **Google Programs and Services.** Platform or SFDC Service features that interoperate with Google programs and services depend on the continuing availability of applicable Google application programming interfaces ("APIs") and programs for use with the Platform and the SFDC Service. If Google Inc. ceases to make such APIs and/or programs available on reasonable terms to SFDC, SFDC may cease providing such 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 the agreement between You and Reseller solely as it relates to this SFDC Service Agreement.