



## PRODUCT SPECIFIC TERMS

### **PLEASE READ THESE TERMS CAREFULLY.**

PROS Product Specific Terms are intended to highlight some of the important things about using our different products. These Product Specific Terms form part of the PROS Master Subscription & Professional Services Agreement (the "MSPSA") and are hereby incorporated therein. Capitalized terms not otherwise defined here will have the meaning as set out in the MSPSA. The terms in **Section 2** and **Section 3** correspond to the specified product, while the terms in **Section 4** apply to both Smart Price Optimization and Management and Smart Configure, Price, Quote. We periodically update this page by posting a revised copy under the "Product Specific Terms" page at <https://pros.com/contracts-center/>, so please check back here for current information.

Last Updated: September 16, 2021

#### 1. Definitions

"**Customers**" means the total number of customer records stored in the Subscription Service.

"**Monthly Price Evaluations**" means during any calendar month, the aggregate number of Price Evaluations completed.

"**Named Users**" means designated individual users authorized by Customer to access or use Smart Configure, Price, Quote.

"**Peak Price Evaluations per Minute**" means during any one minute, the aggregate number of Price Evaluations completed during such minute.

"**Performance Sandbox**" is a non-production environment, with similar environment performance characteristics to the production environment, designed for performance tuning, configuration, user testing, system integration testing and training.

"**Price Evaluation**" means the evaluation of a Price Item requested via the PROS Pricing Evaluation API. The evaluation includes a set of prices, which is returned to the system of origin.

"**Price Item**" is any attribute combination that requires a price.

"**Pricing Method**" means a named set of calculations used in a Price Evaluation.

"**Products**" means the total number of product records stored by the Subscription Service, including active and inactive products, standard and configurable products.

"**Response Time**" means the processing time to complete a Price Evaluation, excluding network latency outside of the Subscription Service, for up to (i) ten Price Items per request, (ii) 500 calculations per Price Item, and (iii) one AI-optimized price per Price Item.

"**Revenue Under Management**" is all revenue during any annual period before adjustments for expenses and taxes for the products and services for which the Subscription Service is used by Customer.

"**Standard Sandbox**" is a non-production environment with lower environment performance characteristics to be used for configuration, user testing, system integration testing and training before promoting changes to Customer's production environment.

"**Total Records**" means the total number of records processed by the Subscription Service, including, price records, third-party data, any custom data set, and all transactions, even if for any individual transaction related to an order, (a) such order is later subject to a refund, return, chargeback or any other reversal, voluntary or involuntary and (b) Customer receives no payment for such order.



$$V(x,t) \approx \sum_{i=1}^n w_i(x_i, t - 1)$$

## 2. Smart Price Optimization and Management

### A. Technical Limits

Smart Price Optimization and Management is subject to the following maximum parameters:

Parameter	Edition		
	Essentials	Advantage	Ultimate
<b>Total Records</b>	40M	100M	Custom
<b>Customers</b>	100,000	250,000	Custom
<b>Products</b>	100,000	250,000	Custom
<b>Historical Data Stored</b>	2 years	2 years	Custom
<b>Monthly Price Evaluations</b>	1M	3M	Custom
<b>Peak Price Evaluations per Minute</b>	2,500	2,500	Custom

PROS will monitor or audit remotely the Scope specified in the applicable Order and the above parameters. If you exceed the parameters above, (a) the Service Level(s) (as defined in the PROS Production Support and Service Level Agreement and in these Product Specific Terms) will not apply, and (b) PROS Customer Success will contact you about upgrading to a higher Edition tier. You may increase your parameters by upgrading to a higher Edition tier, in which case your fee will increase as described in the 'Fee Adjustments' section below.

### B. Supplemental Service Level – PROS Pricing Evaluation API

PROS Subscription Service Availability commitment for the PROS Pricing Evaluation API for a given calendar month is 99.95% and includes Response Time for Price Evaluations of (i) not less than 75% of Price Evaluations within 700 milliseconds or less, and (ii) not more than 10% of Price Evaluations exceeding three seconds.

PROS Subscription Service Availability for the PROS Pricing Evaluation API will be measured as specified in PROS Production Support and Service Level Agreement, *provided however that*, PROS Pricing Evaluation API requires no Planned Maintenance. In the event that either (i) the PROS Subscription Service Availability of the PROS Pricing Evaluation API is less than 99.95% but equal to or greater than 99.9%, or (ii) the Response Time described in this Section B is not met, Customer will be eligible to receive a Service Credit Percentage of 5% of the total charges paid by Customer for Smart Price Optimization and Management for the applicable month. If the PROS Subscription Service Availability for the PROS Pricing Evaluation API is less than 99.9%, Smart Price Optimization and Management will be deemed to not be available under the PROS Production Support and Service Level Agreement, and Section 3 in the PROS Production Support and Service Level Agreement will apply.

The terms and conditions in Section 4 of the PROS Production Support and Service Level Agreement apply to the service levels and Service Credits specified in this Section B. Capitalized terms in this Section B that are not defined in the MPSA or these Product Specific Terms have the meanings assigned to them in the PROS Production Support and Service Level Agreement.

### C. Add-Ons

Customer may choose to include an additional Standard Sandbox, a Performance Sandbox and/or additional Monthly Price Evaluations as a paid add-on to Smart Price Optimization and Management when the applicable Order is signed and/or by giving written notice as described in 'Fee Adjustments' section below in consideration of the below annual fee for the applicable paid-on.

Add-On	Quantity	Annual Fee - Edition		
		Essentials	Advantage	Ultimate
<b>Standard Sandbox</b>	1	20% of the Annual Fee for Smart Price	20% of the Annual Fee for Smart Price	Custom



$$V(x,t) \approx \sum_{i=1}^M \gamma_i(x_i,t)$$

		Optimization and Management	Optimization and Management	
<b>Performance Sandbox</b>	1	40% of the Annual Fee for Smart Price Optimization and Management	40% of the Annual Fee for Smart Price Optimization and Management	Custom
<b>Monthly Price Evaluations</b>	2,000,000	US\$30,000	US\$30,000	US\$30,000

Please contact your PROS Customer Success Manager to purchase an add-on, as well as to inquire about pricing for purchasing more than 10,000,000 Monthly Price Evaluations.

**D. Subscription Fees**

The Subscription Fee for Smart Price Optimization and Management will remain fixed during the Subscription Term unless you:

- (i) exceed your in-Scope Revenue Under Management,
- (ii) give written notice for additional quantities of a Standard Sandbox, Performance Sandbox and/or Monthly Price Evaluations,
- (iii) upgrade to a higher Edition package,
- (iv) subscribe to additional features or products, or
- (v) unless otherwise agreed to in the Order.

Once increased as detailed above, your Subscription Fee will not decrease, even if there is a subsequent reduction in the actual Scope. You can learn more about how your fees may be otherwise adjusted in the 'Fees Adjustments' section below.

**E. Fee Adjustments**

If Customer gives written notice subscribing for an additional Standard Sandbox, Performance Sandbox, and/or Monthly Price Evaluations, PROS will invoice a prorated portion of the applicable annual fee proportional to the remainder of the then-current year of the Initial Subscription Term. Thereafter, such additional annual fee will be added to the annual Subscription fees invoiced in advance of each subsequent year of the Subscription Term.

**F. Managing your Pricing**

You have the ability to manage your usage of Smart Price Optimization and Management within the parameters described in the 'Technical Limits' section above. You can purge expired pricing records and reference data that you no longer require. For example, our customers find that two years is the optimal timeframe for maintaining analytics data in order to perform AI-based trend analysis; we recommend that you purge any data beyond the two-years timeframe.

**3. Smart Configure, Price, Quote**

**A. Technical Limits**

Parameter	Edition		
	Essentials	Advantage	Ultimate
<b>Customers</b>	100,000	250,000	Custom
<b>Products</b>	100,000	250,000	Custom



$$V(x,t) \approx \sum_{i=1}^n w_i(x_i, t-1)$$

<b>Historical Data Stored</b>	2 years	2 years	Custom
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We will monitor or audit remotely the Scope specified in the applicable Order and the above parameters. If you exceed the parameters above, (a) the Service Level(s) (as defined in the PROS Production Support and Service Level Agreement) will not apply, and (b) PROS Customer Success will contact you about upgrading to a higher Edition tier. You may increase your parameters by upgrading to a higher Edition tier, in which case your fee will increase as described in the 'Fee Adjustments' section below.

**B. Add-Ons**

Customer may choose to include an additional Standard Sandbox and/or a Performance Sandbox as a paid add-on to Smart Configure, Price, Quote when the applicable Order is signed and/or through the issuance of written notice as described in 'Fee Adjustments' section below in consideration of PROS' then-current price for the applicable paid-on.

Add-On	Quantity	Annual Fee - Edition		
		Essentials	Advantage	Ultimate
<b>Standard Sandbox</b>	1	20% of the Annual Fee for Smart Configure, Price, Quote	20% of the Annual Fee for Smart Configure, Price, Quote	Custom
<b>Performance Sandbox</b>	1	40% of the Annual Fee for Smart Configure, Price, Quote	40% of the Annual Fee for Smart Configure, Price, Quote	Custom

Please contact your PROS Customer Success Manager to purchase an add-on.

**C. Subscription Fees**

The Subscription Fee for Smart Configure, Price, Quote will remain fixed during the Subscription Term unless you:

- (i) exceed the Scope specified in the Order,
- (ii) give written notice for additional quantities of a Standard Sandbox and/or a Performance Sandbox,
- (iii) upgrade to a higher Edition package,
- (iv) subscribe to additional features or products, or
- (v) unless otherwise agreed to in the Order.

Once increased as detailed above, your Subscription Fee will not decrease, even if there is a subsequent reduction in the actual Scope. You can learn more about how your fees may be otherwise adjusted in the 'Fees Adjustments' section below.

**D. Fee Adjustments**

If Customer gives written notice subscribing for an additional Standard Sandbox and/or Performance Sandbox, PROS will invoice a prorated portion of the applicable annual fee proportional to the remainder of the then-current year of the Initial Subscription Term. Thereafter, such additional annual fee will be added to the annual Subscription fees invoiced in advance of each subsequent year of the Subscription Term.

**E. CRM Dependencies**

The Essentials and Advantage Editions of Smart Configure, Price, Quote are dependent upon certain minimum updates to Customer's CRM to ensure proper functionality. Customer is responsible for the setup and maintenance



$$V(x,t) \approx \sum_{i=1}^M \gamma_i(x_i,t)$$

of Customer's CRM (a) objects (such as quotes, accounts, contacts, opportunities, sales hierarchies, etc.) and (b) approval workflows.

**F. SFDC Flow Down Terms**

If Customer uses SFDC as its CRM, Customer acknowledges that the terms and conditions in Appendix A to these Product Specific Terms are incorporated into the Agreement and shall apply to Customer's use of Smart Configure, Price, Quote, as required by PROS' agreement with SFDC.

**4. Other Product-Specific Terms**

**A. Entitlements**

The Subscription Service includes one Production environment and one Standard Sandbox. In addition, the Subscription Service also includes one additional Standard Sandbox for the first six months of a Customer's initial Subscription Term. Customer may add additional sandbox environments as described herein.

**B. Downgrades**

Customer may only downgrade the Scope/Edition set forth in the Order at the next renewal date upon signature of a new Order. In order to avoid additional charges, Customer should purchase the appropriate Scope/Edition of the Subscription Service(s) for your anticipated needs.

**C. Modifications**

We will not make changes to the Subscription Service and paid Add-Ons to these products that materially reduce the functionality provided to you during the Subscription Term.

**D. Stress Testing**

Customer may not perform stress testing on any production environments. If you want to perform stress testing on a Standard Sandbox or Performance Sandbox, please contact PROS' Support via PROS Connect.

**E. Legacy Products**

Once you've moved from a PROS legacy product and purchased Smart Price Optimization and Management or Smart Configure, Price, Quote, you cannot choose to re-purchase the legacy product with legacy pricing, which may bill differently. If you use one of our legacy products not listed in these Product Specific Terms, then the terms that apply to that legacy product with legacy pricing apply to your subscription.



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**PRODUCT AND SERVICES CATALOG**

**SMART PRICE OPTIMIZATION AND MANAGEMENT**

Smart Price Optimization and Management is an omnichannel price management solution that defines pricing strategies, manages prices across multiple channels and geographies, governs pricing approval processes, provides analytics and insights to help manage revenue and profit, and delivers prices in real-time across multiple channels. Smart Price Optimization and Management is available for purchase in the three editions below:

Capabilities	Essentials	Advantage	Ultimate
<b>Omnichannel Price List Management.</b> View, define and manage price lists for one or more channels (direct sales, partners, eCommerce, etc.), regions, Products, or Customer <sup>1</sup> segments, to operationalize pricing strategy execution and rationality across sales channels.	X	X	X
<b>Price Strategy Management.</b> Build and manage dynamic pricing strategies. Simulate various pricing inputs to help refine and adjust pricing strategies.	X	X	X
<b>Leader-Follower Pricing.</b> Define and manage price item relationships to maintain rationality when performing mass adjustment of prices.	X	X	X
<b>On-Demand Currency Conversion.</b> Define, manage and convert automatically price lists, charts, and price evaluations for ISO-supported currencies.	Up to 3 currencies	Unlimited number of currencies	Unlimited number of currencies
<b>Standard Unit of Measure Conversions.</b> Leverage standard conversion rates between different units of measure. Execute automatic conversions between units for charts and price lists.	X	X	X
<b>Mass Price Change.</b> Perform scheduled price updates based on updated pricing strategies, costs changes and competitive pricing. Review and approve latest pricing and publish to Customer's ERP.	X	X	X
<b>Pricing Approval Workflows.</b> Price governance via multiple levels of approval workflows, including routing of price approvals based on pricing thresholds to specific roles.	X	X	X
<b>Price Analytics (margin/revenue).</b> Predictive pricing models, configurable charts, and dashboard views. Ability to choose different data display options, filters, groupings and to zoom in on data and comparison tools. Intuitive workflow navigation between charts and price lists.	X	X	X
<b>Price List Scenario Analysis.</b> Create and compare different pricing strategies. Analyze outcomes via aggregated summary metrics (KPIs) and inline analytics.	X	X	X
<b>eCommerce Integration.</b> eCommerce integration via standard APIs.	X	X	X
<b>Real Time Price Delivery.</b> PROS Pricing Evaluation API to power sales channels with real-time delivery of pricing information.	X	X	X
<b>Customer-Specific Unit of Measure Conversions.</b> Define and manage the conversion rates between a default unit of measure and alternative units of measure for specific Products and Customers.		X	X

<sup>1</sup> The use of "Customer" in this Product and Services Catalog has the meaning assigned to the term "**Customers**" in Section 1 of the Product Specific Terms.

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Display all Products in designated price lists for specific Customers in predefined units of measure.			
<b>Tiered/Scaled Pricing.</b> Manage volume discounting by defining price scales based on the volume / revenues of units sold. Ability to choose the calculation method and displayed offset type.		X	X
<b>Commodity-Based Pricing.</b> Manage pricing strategies based on commodity index feeds, including averaging index pricing by days or months and calendar management for holidays and exceptions.		X	X
<b>Agreement Price Sync</b> (Requires Advantage edition or higher of Smart Configure, Price, Quote). Automate multiple price changes as a set across existing Customer agreements, with necessary reviews and approvals from Sales and Pricing stakeholders.		X	X
<b>AI-Driven Price Optimization for Negotiated Prices.</b> Deliver tailored price recommendations for sales negotiations, based on AI segmentation model(s) from supported metrics that considers historical transactions, Customers' willingness to pay and third-party data.		X	X
<b>AI-Driven Price Optimization for eCommerce.</b> Deliver optimized dynamic prices for eCommerce and digital self-serve channels, based on AI segmentation model that considers historical transactions, Customers' willingness to pay and third-party data.		X	X
<b>Subscription Pricing.</b> Define and manage pricing rate plans for subscription services including one-time and recurring pricing models, fixed-rate, tiered, and usage-based.			X
<b>Forecasting.</b> AI-based forecasting and optimization in the transportation and logistics industry and commodity industry.			X
<b>Capacity-aware Price Optimization.</b> Deliver tailored prices based on AI segmentation models, taking available capacity into consideration through PROS' data-driven revenue management solution.			X
<b>Extensible AI.</b> Host customer-trained optimization models to tailor pricing and selling recommendations, and return results which can be orchestrated and integrated with other PROS' services and PROS' AI-driving price optimization models.			X

### SMART CONFIGURE, PRICE, QUOTE

Smart Configure, Price, Quote automates the selling process by delivering performance quoting, a centralized Product catalog with rich attributes, and approval workflows to power selling across all types of channels: direct, partner, and eCommerce. Certain editions of Smart Configure, Price, Quote also include a flexible configuration engine, customer-specific sales agreements, and subscription management. Smart Configure, Price, Quote is available for purchase in the three editions below:

Capabilities	Essentials	Advantage	Ultimate
<b>Product Catalog.</b> Common Product repository supporting multiple attributes and rich content for multi-channel use.	X	X	X
<b>Product Comparison.</b> Select multiple Products from Product catalog and visually compare their characteristics.	X	X	X
<b>Advanced Search.</b> Search Product catalog, quotes, and quote line-item details using full-text search or multi-criteria filters.	X	X	X

<b>Guided Selling.</b> Tailored workflow to allow Users to navigate various selling choices within their Product catalog.	X	X	X
<b>Product and Solution Bundling.</b> Pre-defined and dynamic Product bundling to create personalized offers with negotiated prices.	X	X	X
<b>Price List Management.</b> Centralized price list management including: Price List Administration, Dimension Management, Lookups, Real-time pricing methods, Currency conversion, and Unit-of-Measure conversion.	X	X	X
<b>Price-Discount Waterfall.</b> Deal- and line-level waterfall analytics to view profitability metrics.	X	X	X
<b>Performance Quoting.</b> Performance quoting engine for a pre-set number of Lines.	Up to 250	Up to 2,500	Custom
<b>Multi-dimensional Quoting.</b> Create structured quotes including hierarchy, segmentation and grouping of sellable items throughout the quoting process.	X	X	X
<b>Quote Approval Workflows.</b> Trigger native SFDC and MS Dynamics approval processes to enable multi-level approvals per quote.	X	X	X
<b>Word-Based Document Generation.</b> Design and generate quote proposal templates in Microsoft Word and PDF formats.	X	X	X
<b>Microsoft Excel Import/Export.</b> Export and import a quote with header and line-item detail.	X	X	X
<b>CRM Integration.</b> Native integration with Microsoft Dynamics and Salesforce CRMs - catalog, configuration and quoting.	X	X	X
<b>Order Submission to ERP.</b> Integrate orders with all ERP systems, including Microsoft, Oracle, and SAP.	X	X	X
<b>Product / Service Configuration.</b> Utilize a configuration engine to define and price Products for Assemble-to-Order, Configure-to-Order, and Engineer-to-Order quotes.		X	X
<b>Fast Configuration.</b> Optimize attributes to customize a specific bundled offering.		X	X
<b>Parts Quoting.</b> Manage parts information in a common catalog to automate the end-to-end quote-to-order process.		X	X
<b>Manufacturing Bill of Materials.</b> Optimize, streamline, and refine sales and manufacturing processes.		X	X
<b>Rules-Driven Price Recommendations.</b> Define and manage price recommendation envelopes per Product/line-item.		X	X
<b>Tiered/Scaled Pricing.</b> Provide pricing within a quote based on volume of units sold.		X	X
<b>Sales Agreement Terms/Prices</b> (Requires Advantage edition or higher of Smart Price Optimization and Management). Define customer-specific terms, Products and prices, inclusive of pricing scales/tiers, for repeatable orders.		X	X
<b>Agreement Lifecycle Management</b> (Requires Advantage edition or higher of Smart Price Optimization and Management). Create,		X	X





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<i>amend, renew and terminate customer-specific sales agreements containing negotiated terms and conditions.</i>			
<b>Agreement Price Sync</b> (Requires Advantage edition or higher of Smart Price Optimization and Management). <i>Collaborative mass price change workflow to reflect pricing changes in negotiated sales agreements for every Customer.</i>		X	X
<b>Quote Analytics.</b> <i>Analyze and score quotes to review profitability, discounting, and cost-revenue metrics. Ability to incorporate 3rd-party data and insights to enrich the quoting experience.</i>		X	X
<b>CPQ APIs for 3rd-Party Apps.</b> <i>Extend and integrate Product catalog, configuration and quoting services across all multiple sales channels using standard APIs.</i>		X	X
<b>AI-Driven Churn Detection.</b> <i>AI-driven identification of declining buying patterns based on Customer and segment-level analysis.</i>			X
<b>AI-Driven Cross-Sell/Up-Sell Recommendations.</b> <i>AI-driven identification of cross-sell and up-sell opportunities based on Customer and segment-level buying patterns.</i>			X
<b>Automated CRM Opportunity Creation.</b> <i>Automatic creation of CRM Opportunities based on AI recommendations.</i>			X
<b>2D/3D Product Visualization.</b> <i>Enhanced Product catalog attributes for 2D/3D product visualizations.</i>			X
<b>Subscription Selling</b> (Requires Ultimate edition of Smart Price Optimization and Management). <i>Includes the definition, pricing, and quoting of recurring subscription services. Also provides support for Subscription Management including create, upgrade/downgrade, renew and cancellation.</i>			X

**Additional Features**

All Editions of Smart Price Optimization and Management and Smart Configure, Price, Quote include data integration services, subject to additional professional services for configuration. Please contact your PROS representative to discuss.

The Ultimate Editions of Smart Price Optimization and Management and Smart Configure, Price, Quote include additional features and capabilities not listed here, including but not limited to, personalized integrations, reporting, and data science-based algorithms. Please contact your PROS representative to discuss additional features and capabilities available.

Smart Price Optimization and Management and Smart Configure, Price, Quote support various languages with system administration in English by default. Please contact your PROS representative for more information.

We strive to be transparent about our product packaging and the limits that apply and hope you find this catalog useful. Please note that the fees we list here are subject to applicable taxes and that all purchases are subject to the terms and conditions in the applicable Master Subscription & Professional Services Agreement located at <https://pros.com/contracts-center/>.

We periodically update this catalog by posting a revised copy at the "Product Specific Terms" page at <https://pros.com/contracts-center/>, so please check back there for current information. If you're looking for definitions of the terms used here, see the applicable Master Subscription & Professional Services Agreement located at <https://pros.com/contracts-center/>.

If you have any questions, please contact your PROS Customer Success representative.

## Appendix A

### SFDC Flow Down Terms

#### Definitions:

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

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

**"Platform"** means the online, Web-based platform service provided by SFDC to PROS (or a PROS affiliate) in connection with PROS' provision of the Subscription Service to Customer.

**"SFDC"** means salesforce.com Sarl.

**"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 Service Agreement"** means these Salesforce.com Integration terms and conditions.

#### 1. Use of Service.

- (a) Each User subscription to the Subscription Service shall entitle one User to use the SFDC Service via the Subscription Service, subject to the terms of this SFDC Service Agreement, together with any other terms required by PROS or SFDC. 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 Customer or otherwise changed job status or function and no longer require use of the SFDC Service). For clarity, Customer's 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 Subscription Service. If Customer wishes to use the SFDC Service or any of its functionalities or services, to use another application other than the Subscription Service, or to create or use additional custom objects beyond those which appear in the Subscription Service in the form that it has been provided to Customer by PROS, visit [www.salesforce.com](http://www.salesforce.com) to contract directly with SFDC for such services. In the event Customer's access to the Subscription Service provides Customer 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 Subscription Service's user guide, and Customer has not separately subscribed under a written contract with SFDC for such access, then Customer agrees to not access and use such functionality, and Customer agrees that Customer's use of such functionality, Customer's use of applications other than the Subscription Service, or Customer's creation or use of additional custom objects in the Subscription Service beyond that which appears in the Subscription Service in the form that it has been provided to Customer by PROS, would be a material breach of this SFDC Service Agreement.
- (b) Notwithstanding any access Customer may have to the Platform or the SFDC Service via the Subscription Service, PROS is the sole provider of the Subscription Service and Customer is entering into a contractual relationship solely with PROS. In the event that PROS ceases operations or otherwise ceases or fails to provide the Subscription Service, SFDC has no obligation to provide the Subscription Service or to refund Customer any fees paid by Customer to PROS.
- (c) Customer (i) is responsible for all activities occurring under Customer's User accounts; (ii) is responsible for the content of all Customer Data; (iii) shall use commercially reasonable efforts to prevent unauthorized access to, or use of, the Platform and the SFDC Service, and shall notify PROS or SFDC promptly of any such unauthorized use Customer becomes 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) Customer shall use the Platform and the SFDC Service solely for Customer's 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) Customer 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 Customer's own

- intranets or otherwise for Customer's 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.
- (f) SFDC admin user subscriptions may be used by the applicable user only to configure and administer the SFDC Service in support of Customer's use of the Platform. A SFDC admin user subscription may not be used to access, distribute, or use any CRM functionality. "**CRM functionality**" is defined as access to CRM standard objects through standard tabs, related lists in custom tabs, through the SFDC web services API or through reports and dashboards. CRM standard objects include campaigns, leads, opportunities, cases, solutions and forecasts.
- (g) SFDC sandboxes may be used in net new SFDC Service Orgs (as defined below) only and may not be used in Shared Orgs (as defined below). SFDC sandboxes may only be used for testing and development and not for production.
2. **Third-Party Providers.** PROS 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 Subscription Service, 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 Subscription Service, such as by exchanging data with the Platform, the SFDC Service, and/or the Subscription Service, or by offering additional functionality within the user interface of the Platform, the SFDC Service, and/or the Subscription Service 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 Subscription Service or any other product or service of PROS, whether or not such products or services are designated by SFDC as "certified," "validated" or otherwise. Any exchange of data or other interaction between Customer and a third-party provider, including but not limited to the Subscription Service, and any purchase by Customer of any product or service offered by such third-party provider, including but not limited to the Subscription Service, is solely between Customer 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 PROS to Customer, for an additional fee, on a pass-through or OEM basis pursuant to terms specified by the licensor and agreed to by Customer in connection with a separate purchase by Customer of such additional functionality. Customer's 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. **Processing of Customer Data.** SFDC's processing of Customer Data is limited to the extent, and in such a manner as is necessary, for the performance of SFDC's obligations under its agreement with PROS with regard to provisioning the Platform in connection with the Subscription Service and shall not include processing the Customer Data for any other purpose without Customer's or PROS' written instruction as appropriate. For clarity, the following processing is deemed an instruction by PROS and/or Customer: (a) processing necessary for the performance of SFDC's obligations under its agreement with PROS with regard to provisioning the Platform in connection with the Subscription Service; and (b) processing initiated by Customer's Users in their use of the Subscription Service.
4. **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 Customer hereunder other than as expressly set forth in this SFDC Service Agreement. The Platform and the SFDC Service is deemed SFDC confidential information, and Customer will not use it or disclose it to any third party except as permitted in this SFDC Service Agreement.
5. **Compelled Disclosure.** If either Customer 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.
6. **Suggestions.** Customer agrees 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 Customer or Customer Users relating to the operation of the Platform and/or the SFDC Service.
7. **Suspension and Termination.** Customer's 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 Customer or any User, (b) the termination or expiration of the PROS agreement with SFDC pursuant to which PROS is providing the Platform as part of the Subscription Service to Customer, and/or (c) a breach by PROS of its obligations to SFDC with respect to the subscriptions it is providing to Customer in connection with this SFDC Service Agreement. If Customer uses the Subscription Service in combination with a SFDC Service Org (where "Org" means a logically separated database containing Customer Data and SFDC Service customizations) other than the Org provisioned solely for use with the Subscription Service (a "Shared org"),



$$V(x,t) \approx \sum_{i=1}^M v_i(x_i, t-1)$$

- PROS shall be solely responsible for provisioning the Subscription Service to Customer. With respect to any Shared org, Customer acknowledges and understands that (i) access to such Org, including the Subscription Service used in connection with such Org, may be suspended due to Customer's non-payment to SFDC or other breach of Customer's Agreement with SFDC, and (ii) in the event Customer's relationship with SFDC is terminated as a result of non-payment or other material breach of Customer's agreement with SFDC, Customer's Platform subscriptions would also be terminated. In no case will any such termination or suspension give rise to any liability of SFDC to Customer for a refund or other compensation.
8. **Subscriptions Non-Cancelable.** Subscriptions for the Platform and the SFDC Service are non-cancelable during a subscription term, unless otherwise specified in Customer's agreement with PROS.
  9. **Data Storage.** The Platform and SFDC Service includes a certain cumulative amount of storage per User subscription for no additional charge. Contact PROS for additional information. Additional storage may be available for purchase from PROS.
  10. **No Warranty.** SFDC MAKES NO WARRANTIES TO CUSTOMER OF ANY KIND, INCLUDING BUT NOT LIMITED TO WITH RESPECT TO THE PLATFORM, THE SFDC SERVICE, AND/OR THE SUBSCRIPTION SERVICE, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE. TO THE MAXIMUM EXTENT PERMITTED BY LAW, SFDC DISCLAIMS ALL CONDITIONS, REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, WITH RESPECT TO SUBSCRIPTION SERVICE AND THE SFDC SERVICE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, SATISFACTORY QUALITY OR FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS.
  11. **No Liability.** TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL SFDC HAVE ANY LIABILITY TO CUSTOMER 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, COST OF PROCUREMENT OF REPLACEMENT GOODS OR SERVICES, LOST BUSINESS, LOSS OF USE, LOSS OF OR CORRUPTION OF DATA, 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.
  12. **Further Contact.** SFDC may contact Customer regarding new SFDC service features and offerings.
  13. **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 Customer or PROS to any refund, credit, or other compensation.
  14. **Third Party Beneficiary.** SFDC shall be a third party beneficiary to the agreement between Customer and PROS solely as it relates to this SFDC Service Agreement.
  15. **Data Requests.** Customer will have thirty (30) days from the termination of the Subscription Term in which to request a copy of Customer Data from SFDC, which will be made available by SFDC to Customer in a .csv format. Any modifications made to such data made by the Subscription Service outside the SFDC Service (if any) will not be captured in such data and the return of any such modified data shall be the responsibility of PROS.

(end Appendix A)