

ADDITIONAL TERMS AND CONDITIONS FOR UPPER SIGMA SOFTWARE

These additional terms and conditions together with the Master Agreement and the SaaS Agreement shall be deemed to be construed as the “Agreement”. To the extent there is any conflict between these additional terms and conditions and the applicable governing agreement, these additional terms and conditions shall govern. Capitalized terms not defined herein shall have the meaning ascribed to them in the governing agreement.

1. The following definitions shall be applicable if the Customer is using Software as outlined in the Order Form.
 - a. Combined Solution means as applicable, Customer’s use of the Software combined with the Salesforce software and SaaS Platform as provided by the Company and as identified in the Order Form as “Upper Sigma OEM License” product. Customer may use the Combined Solution and its components solely to use the functionality of the Combined Solution in the form it has been provided to Customer by Company. Unless otherwise indicated in an Order Form, Customer may not use the Combined Solution or Salesforce Applications or its components (e.g. - 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 Salesforce. If Customer’s access to the Combined Solution or Salesforce Applications provides Customer with access to any functionality within it that is in excess of the functionality described in the Combined Solution’s user guide, Customer agrees to not access or use such functionality. Customer agrees that Customer’s noncompliance with the terms set forth in this paragraph would be a material breach of the terms of use.
 - b. Salesforce Applications mean: For Upper Sigma OEM License product - the SaaS platform or Salesforce software provided by the Company as Upper Sigma OEM License product or Salesforce Shield or Salesforce Sandbox as identified in the Order Form to the number of seats as identified in the Order Form and which shall be solely governed by the terms in here: <https://www.salesforce.com/company/legal/agreements.jsp> . Any breach of the Salesforce terms by Customer will result in Customer’s material breach of the terms of the Agreement. For Upper Sigma ISV License product - the SaaS platform or Salesforce software separately licensed by the Customer on its own and is governed by the terms agreed by Salesforce and the Customer.
 - c. SaaS Platform means the Salesforce server-side hardware, operating systems required to run the Software, storage, networks and all server-side infrastructure up to the boundary where they connect with the internet and the ownership of the same vests with Salesforce as provided by Company through Upper Sigma OEM License or licenses of the same already acquired by the Customer.
 - d. Software means the provision of Upper Sigma software as identified in the Order Form. For avoidance of doubt, Salesforce Applications or Combined Solution will not be deemed to be construed within the meaning of Software.
2. Notwithstanding the Agreement, Company shall provide the SaaS Platform so that it can be consumed by the Customer in the form of software-as-service and use Combined Solution. The company is not responsible for the operations of the SaaS Platform or for usage of SaaS Platform or Salesforce software.
3. Section 8.5 of the Master Agreement is amended to the extent:
 - a. upon termination or expiration of the term agreed in the statement of work, the licenses of Combined Solution (Software and Salesforce Applications) will end.
 - b. For Salesforce Applications, Company may terminate this Agreement by providing a thirty (30) days’ notice to the Customer if Company’s contractual relation with the Salesforce ends.